

DRAFT

REQUEST FOR PROPOSALS (RFP) 7-1723

JANITORIAL SERVICES



ORANGE COUNTY TRANSPORTATION AUTHORITY

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

Key RFP Dates

Issue Date:	June 13, 2017
Pre-Proposal Conference and Job Walk Date:	June 19, 2017
Question Submittal Date:	June 21, 2017
Proposal Submittal Date:	July 6, 2017
Interview Date:	July 18, 2017

FEDERAL TRANSIT ADMINISTRATION FUNDED PROJECT

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NOTICE OF REQUEST FOR PROPOSALS

(RFP): 7-1723: "JANITORIAL SERVICES"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified contractors to provide janitorial services at all Authority owned maintenance and operations bases, transportation centers and park-and-ride facilities. The budget for the initial three-year term is \$3,384,000.

The Authority has set a **0%** Disadvantaged Business Enterprise (DBE) participation goal for this project.

Proposals must be received in the Authority's office at or before 2:00 p.m. on July 6, 2017.

Proposals 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: Sue Ding, Sr. Contract Administrator**

Proposals 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: Sue Ding, Sr. Contract Administrator**

Proposals and amendments to proposals received after the date and time specified above will be returned to the Offerors unopened.

Firms interested in obtaining a copy of this Request For Proposals (RFP) may do so by downloading the RFP from CAMM NET at <https://cammnet.octa.net>.

All firms interested in doing business with the Authority are required to register their business on-line at CAMM NET. The website can be found at <https://cammnet.octa.net>. From the site menu click on CAMM NET to register.

To receive all further information regarding this RFP 7-1723, firms and 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:

Category:

Maintenance Services - Facility

Commodity:

Janitorial Services

Janitorial - Lot Sweeping

Janitorial - Cleaning Services

A pre-proposal conference will be held on June 19, 2017, at 10:00 a.m. at the Authority's Santa Ana Bus Base located at 4301 W. MacArthur Boulevard, Santa Ana, CA 92704, in Conference Room 215. All prospective Offerors are encouraged to attend the pre-proposal conference.

A job walk will immediately follow the pre-proposal conference at Authority's Santa Ana Bus Base. All prospective Offerors are encouraged to attend both the pre-proposal conference and job walk.

The Authority has established July 18, 2017, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

Offerors are encouraged to subcontract with small businesses to the maximum extent possible.

All Offerors 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 proposed agreement including the identified Scope of Work.

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS**A. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on June 19, 2017, at 10:00 a.m. at the Authority's Santa Ana Bus Base located at 4301 W. MacArthur Boulevard, Santa Ana, CA 92704, in Conference Room 215. All prospective Offerors are encouraged to attend the pre-proposal conference.

A job walk will immediately follow the pre-proposal conference. All prospective Offerors are encouraged to attend both the pre-proposal conference and job walk.

All job walk participants must provide and wear a reflective safety vest. Participants not wearing a reflective safety vest will not be permitted to attend the job walk. The Authority will not provide reflective safety vests during the job walk.

B. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Offeror represents that it has thoroughly examined and become familiar with the work required under this RFP 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 RFP. Any written addenda issued pertaining to this RFP 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 RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals. Failure to acknowledge receipt of Addenda may cause the proposal to be deemed non-responsive to this RFP and be rejected.

D. AUTHORITY CONTACT

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

Sue Ding, Sr. Contract Administrator
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560. 5631, Fax: 714.560.5792
Email: sding@octa.net

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no proposer, subcontractor, lobbyist or agent hired by the proposer shall have any contact or communications regarding this RFP with any Authority's staff; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any proposer, subcontractor, lobbyist or agent hired by the proposer that engages in such prohibited communications may result in disqualification of the proposer at the sole discretion of the Authority.

E. CLARIFICATIONS

1. Examination of Documents

Should an Offeror require clarifications of this RFP, the Offeror 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 RFP.

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 5:00 p.m., on June 21, 2017.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, Lobby Receptionist, Orange, California 92868.
 - (3) Facsimile: (714) 560-5792.
 - (4) Email: sding@octa.net

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than June 23, 2017. Offerors 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 Sue Ding, Sr. Contract Administrator.

To receive email notification of Authority responses when they are posted on CAMM NET, firms and 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:

Category:

Maintenance Services - Facility

Commodity:

Janitorial Services

Janitorial - Lot Sweeping

Janitorial - Cleaning Services

Inquiries received after 5:00 p.m. on June 21, 2017, will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be received in the Authority's office at or before 2:00 p.m. on July 6, 2017.

Proposals received after the above-specified date and time will be returned to Offerors unopened.

2. Address

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Sue Ding, Sr. Contract Administrator**

Or proposals 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: Sue Ding, Sr. Contract Administrator**

3. Identification of Proposals

Offeror shall submit an **original and 5 copies** of its proposal in a sealed package, addressed as shown above in F.2. The outer envelope must show the Offeror's name and address and clearly marked with RFP number. In addition to the above, Proposers shall also include one (1) electronic copy of their entire RFP submittal package in "PDF" format, on a CD or DVD, or flash drive.

4. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to postpone proposal openings for its own convenience.
- d. Submitted proposals are not to be copyrighted.

G. PRE-CONTRACTUAL EXPENSES

The Authority shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.

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

1. Preparing its proposal in response to this RFP;
2. Submitting that proposal to the Authority;
3. Negotiating with the Authority any matter related to this proposal; or
4. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

H. JOINT OFFERS

Where two or more firms desire to submit a single proposal in response to this RFP, 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.

I. TAXES

Offerors' proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes.

J. 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 an Offeror in connection with this RFP must be submitted in accordance with the Authority's written procedures.

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a firm-fixed price contract specifying the firm-fixed monthly price for each location specified in the Scope of Work, included in this RFP as Exhibit A. The contract will consist of a three-year initial term and one, two-year option term.

L. CONFLICT OF INTEREST

All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships or contracts, an Offeror is unable, or potentially unable to render impartial assistance or advice to the Authority; an Offeror's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or an Offeror has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the Offeror's proposal.

All Offerors must disclose in their proposal and immediately throughout the course of the evaluation process if they have hired or retained an advocate to lobby Authority staff or the Board of Directors on their behalf.

Offerors hired to perform services for the Authority are prohibited from concurrently acting as an advocate for another firm who is competing for a contract with the Authority, either as a prime or subcontractor.

M. CODE OF CONDUCT

All Offerors agree 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. All Offerors agree to include these requirements in all of its subcontracts.

N. DEBARMENT & SUSPENSION**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – PRIMARY PARTICIPANT AND LOWER-TIER PARTICIPANTS**

CONTRACTOR shall not do business with a subcontractor or other participant who is debarred, suspended or otherwise disqualified. CONTRACTOR shall comply with 2 CFR Part 180, as adopted and supplemented by 2 CFR Part 1200. CONTRACTOR shall include these requirements in any lower tier covered transaction it enters into.

O. DISADVANTAGED BUSINESS ENTERPRISE

The Authority has established a 0 percent (0%) Disadvantaged Business Enterprise (DBE) participation goal for the services required in this solicitation.

SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12 point font, double-spaced and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11"x17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Sue Ding, Sr. Contract Administrator and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, whether the firm is a Disadvantaged Business Enterprise (DBE), contact person's name and address, phone number and fax number, and email address; relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

- a. Qualifications, Related Experience, References, Staffing and Project Organization of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; method by which the Offeror will manage the project; key personnel; and supportive client references.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.
- (5) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (6) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.
- (7) Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project by individual task.
- (8) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (9) Include a statement that key personnel will be available to the

extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

- (10) Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

b. Work Plan

Offeror should provide a narrative, which addresses the Scope of Work, and shows Offeror's understanding of Authority's needs and requirements.

Offeror to:

- (1) Describe the approach to completing the tasks specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule. Describe how Contractor will utilize former Contractor's employees as stated in Labor Code 1060 et. seq., if applicable. If not applicable, this shall be so stated.
- (2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- (3) Furnish a project schedule for completing the tasks in terms of elapsed weeks.
- (4) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
- (5) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (6) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

c. **Exceptions/Deviations**

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C), using the form entitled "Proposal Exceptions and/or Deviations" included in this RFP. This Proposal Exceptions and/or Deviations form must be included in the original proposal submitted by the Offeror. If no technical or contractual exceptions and/or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form or any technical and/or contractual exceptions after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

All exceptions and/or deviations will be reviewed by the Authority and will be assigned a "pass" or "fail" status. Exceptions and deviations that "pass" do not mean that the Authority has accepted the change but that it is a potential negotiable issue. Exceptions and deviations that receive a "fail" status means that the requested change is not something that the Authority would consider a potential negotiable issue. Offerors that receive a "fail" status on their exceptions and/or deviations will be notified by the Authority and will be allowed to retract the exception and/or deviation and continue in the evaluation process. Any exceptions and/or deviation that receive a "fail" status and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.

4. Cost and Price Proposal

As part of the cost and price proposal, the Offeror shall submit proposed pricing to provide the services for each work task described in Exhibit A, Scope of Work.

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B), and furnish any narrative required to explain the prices quoted in the schedules. It is anticipated that the Authority will issue a firm-fixed price contract specifying the firm-fixed monthly price for each location specified in the Scope of Work, included in this RFP as Exhibit A.

NEW MINIMUM WAGE PHASE-IN REQUIREMENT 2017-2023, SENATE BILL (SB) 3 (LENO, CHAPTER 4, STATUTES OF 2016) SHALL BE INCLUDED IN ALL PRICES PROPOSED IN THE INITIAL TERM AND OPTION TERM OF THE CONTRACT.

5. Appendices

Information considered by Offeror 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. Offerors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

B. FORMS

1. Campaign Contribution Disclosure Form – Exhibit D

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Boards of Directors, Offeror is required to complete and sign the Campaign Contribution Disclosure Form provided in this RFP and submit as part of the proposal. Offeror is required to submit only one copy of the completed form(s) as part of its proposal and it should be included in only the original proposal. The prime consultant, subcontractors, lobbyists and agents are required to report all campaign contributions from the proposal submittal date up and until the Board of Directors makes a selection, which is currently scheduled for September 25, 2017.

2. Status of Past and Present Contracts Form – Exhibit E

Offeror shall complete and sign the form entitled “Status of Past and Present Contracts” provided in this RFP and submit as part of its proposal. Offeror 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. Offeror 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 Offeror's proposal.

A separate form must be completed for each identified contract. Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit one copy of the completed form(s) as part of its proposals and it should be included in only the original proposal.

3. Disadvantaged Business Enterprise Program and Forms – Exhibit F

Offeror shall complete Exhibit F-1 and Exhibit F-2 per the instructions set forth in “DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROVISIONS FOR DOT-ASSISTED CONTRACTS.”

4. Restrictions on Lobbying Form – Exhibit G

As a recipient of federal funds, the Authority is required to certify compliance with the influencing restrictions and efforts of Offeror to influence federal officials regarding specific procurements in excess of \$1,000,000.00 that must be disclosed pursuant to section 1352, Title 31, U.S. Code.

This RFP includes, under Exhibit G, the following: a certification form entitled “Certification of Restrictions on Lobbying,” the office of Management and Budget (OMB) Standard Form LLL entitled “Disclosure of Lobbying Activities,” and a document entitled “Limitation on Payments to Influence Certain Federal Transactions.”

The Offeror to this solicitation will be required to complete and submit to the Authority in their proposal, the certification form entitled “Certification of Restrictions on Lobbying” whether or not any lobbying efforts took place. If the Offeror did engage in lobbying activities, then OMB Standard Form LLL “Disclosure of Lobbying Activities” must also be completed and submitted to the Authority.

5. Safety Specifications – Exhibit H

Offerors shall comply with Safety Specifications Level 2 as included in this RFP as Exhibit H, during the term of the awarded Agreement.

6. Proposal Exceptions and/or Deviation Form – Exhibit I

Offerors shall complete the form entitled “Proposal Exceptions and/or Deviations” provided in this RFP and submit it as part of the original proposal. For each exception and/or deviation, a new form should be used, identifying the exception and/or deviation and the rationale for requesting the change. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed nor considered by the Authority.

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

The Authority will evaluate the offers received based on the following criteria:

1. Qualifications of the Firm, Staffing and Project Organization 40%

Technical experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references. Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.

2. Work Plan 20%

Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation among the tasks; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.

3. Cost and Price 40%

Reasonableness of the total price as well as the individual work tasks; competitiveness with other offers received; adequacy of data in support of figures quoted.

NEW MINIMUM WAGE PHASE-IN REQUIREMENT 2017-2023, SB 3 (LENO, CHAPTER 4, STATUTES OF 2016) SHALL BE INCLUDED IN ALL PRICES PROPOSED. ALL PRICES PROPOSED SHALL BE FIRM THROUGHOUT THE INITIAL AND OPTION TERM OF THE AGREEMENT.

B. EVALUATION PROCEDURE

An evaluation committee will be appointed to review all proposals received for this RFP. The committee is comprised of Authority staff and may include outside personnel. The committee members will evaluate the written proposals using criteria identified in Section III A. A list of top ranked proposals, firms within a competitive range, will be developed based upon the totals of each committee members' score for each proposal.

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established July 18, 2017, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

At the conclusion of the proposal evaluations, Offerors remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the firms may be asked to provide additional information, confirm or clarify issues and submit a final cost/price offer. A deadline for submission will be stipulated.

At the conclusion of the evaluation process, the evaluation committee will recommend to the Transit Committee, the Offeror with the highest final ranking or a short list of top ranked firms within the competitive range whose proposal(s) is most advantageous to the Authority. The Board Committee will review the evaluation committee's recommendation and forward its decision to the full Board of Directors for final action.

C. AWARD

The Authority will evaluate the proposals received and will submit, with approval of the Transit Committee, the proposal considered to be the most competitive to the Authority's Board of Directors, for consideration and selection. The Authority may also negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

The Authority reserves the right to award its total requirements to one Offeror or to apportion those requirements among several Offerors as the Authority may deem to be in its best interest. In addition, negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

The selected offeror will be required to submit to the Authority's Accounting department a current IRS W-9 form prior to commencing work.

D. NOTIFICATION OF AWARD AND DEBRIEFING

Offerors who submit a proposal in response to this RFP shall be notified via CAMM NET of the contract award. Such notification shall be made within three (3) business days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain a debriefing concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and the Authority must receive it within three (3) business days of notification of the contract award.

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EXHIBIT A: SCOPE OF WORK

SCOPE OF WORK

ARTICLE 1 – GENERAL REQUIREMENTS

- 1.1 The Contractor will provide all equipment, labor, and materials to perform janitorial services at all the Orange County Transportation Authority (Authority) owned Maintenance and Operations buildings, transportation centers and park-and-ride facilities. All services shall be provided as prescribed herein.

ARTICLE 2 – CONTRACT COORDINATION

- 2.1 The Contractor shall identify a Quality Control Manager who will visit each facility three times weekly.
- 2.2 The Janitorial Discrepancy Sheet should be reviewed daily by the on-site janitorial supervisor and addressed as soon as possible.
- 2.3 The Quality Control Manager, or responsible representative authorized to make decisions, will meet monthly with the Section Supervisor of Facilities Maintenance from each base on a day and time mutually agreed upon, for reviewing the weekly Janitorial Service Inspection Report and any other matters pertaining to the contract performance.
- 2.4 The Contractor will distribute to each Facilities Maintenance Supervisor a master cleaning schedule (two weeks prior to monthly, quarterly, semi-annual, annual) for the respective base to include, but not be limited to: floor waxing, carpet shampooing, steam cleaning, and daily operations at bases, transportation centers and park-and-ride facilities.

ARTICLE 3 – STANDARDS OF PERFORMANCE

- 3.1 The Contractor will furnish a qualified labor force sufficient to satisfactorily complete all specific requirements in the prescribed period.
- 3.2 **The Contractor is required to have at least one employee at each location specified in this scope of work, while work is in progress, which speaks and understands the English language.** When the Contractor has multiple employees on location, one employee must be designated as the Contractor's on-site representative, and as the Contractor's representative, must speak and understand the English language.
- 3.3 Both parties understand and agree that only the highest standards of cleanliness are acceptable. The General and Specific Requirements are not all inclusive. All items not included, but found necessary to properly clean the Authority's facilities, shall be done as though written herein. The Chief Executive Officer (CEO), or his designee, shall judge the performance of the Contractor.

- 3.4 If the Contractor's performance is unsatisfactory, the Authority will verbally advise the Contractor and allow 24 hours to correct deficiencies. If Contractor does not correct deficiencies within the 24-hour time limit, the Authority will give the Contractor a written notice with a deadline date. Failure to comply by the deadline date will result in penalties as stated below.
- | | | |
|-------------------|---|--|
| First Occurrence | - | 5% of monthly invoice |
| Second Occurrence | - | 10% of monthly invoice |
| Third Occurrence | - | 15% of monthly invoice and basis for contract review and corrective action |
- 3.5 If Contractor has accrued penalties and has not received an additional penalty within a continuous six-month period, then one occurrence will be dropped. Authority shall not reimburse the Contractor for any penalized work.
- 3.6 If certain Authority's areas are inaccessible to the Contractor because of Authority operations, and prior notification and alternative scheduling were not initiated by the Authority's coordinator, the Contractor will notify the Authority's coordinator and prepare an alternative schedule for services. Authority will not deduct for work not performed when Authority operations prevent satisfactory performance of services, provided Contractor notifies the Authority's coordinator within a reasonable time period (24 hours or less) that the area was inaccessible during the scheduled cleaning time.
- 3.7 Contractor's employees shall wear a work uniform that is common, distinguishable, professional, and clean, without tatter and is suitable for seasonal change when performing services on Authority's property. Uniforms are to be provided by Contractor.
- 3.8 Contractor's employees shall be in good health and able to perform the specified duties.
- 3.9 Contractor will not use convict labor.
- 3.10 Contractor agrees to immediately remove from all Authority's premises any Contractor's employee whose conduct or workmanship is unsatisfactory, as determined solely by the Authority's coordinator.

ARTICLE 4 – EQUIPMENT AND SUPPLIES

4.1 Equipment

The Contractor will furnish, at its expense, all equipment necessary to properly perform specified work (including overhead cleaning, lifts, ladders, etc.) and maintain established Authority standards. Equipment will be maintained in good and safe working condition and, when not in use, will be properly secured in areas provided by the Authority. Large equipment such as steam cleaners shall be removed from Authority's property when not in use, unless otherwise approved by the Authority.

4.2 Supplies

- A. The Contractor will furnish, at its expense, all cleaning supplies necessary to properly perform specified work and maintain established cleaning and sanitary standards. All chemicals proposed in conjunction for use in this scope of work are subject to the approval of the Authority's Health, Safety, and Environmental Compliance Department. A list of approved chemicals is included as Exhibit A, Attachment 1. Safety Data Sheets (SDS) are required for all cleaning supplies used by the contractor before services can begin. Any time there is a change in supplies, a new SDS must be submitted and approved in advance of the planned change. The Authority retains the right to require the Contractor to change any item when it has been determined by the Authority's coordinator that item does not meet acceptable performance, necessary safety standards and applicable air quality rules such as, the South Coast Air Quality Management District's requirements for volatile organic compounds.
- B. The Authority will furnish paper hand towels, toilet tissue, toilet seat covers, liquid and bar hand soap, urinal screens/deodorant blocks, deodorant spray cans, plastic liners for trash/rubbish containers and clean sand for sand urns. A schedule for issue of Authority furnished supplies to the Contractor will be mutually agreed upon between the Authority and Contractor's representatives. The Contractor and/or Contractor's representative will be required to sign for receipt of all Authority furnished supplies.
- C. The Contractor is responsible for purchasing and supplying sanitary napkins to be placed in Authority's furnished dispensers in all women's restrooms, except those located at Transportation Terminals and Park-and-Rides. The Contractor shall retain all funds collected from the sale of the sanitary napkins.

ARTICLE 5 – JANITORIAL SERVICE INSPECTION REPORT

- 5.1 The Authority will use this report to verify which services were, or were not, provided and/or satisfactorily performed as called for herein. A copy of the report will be provided to the Contractor. Should any noted deficiencies not be immediately corrected, the Authority shall institute the penalties as outlined in Article 3. For the purpose of clarity and this agreement, the term "immediately corrected," as noted above, is determined to be within 24 hours or less.

ARTICLE 6 – SECURITY

- 6.1 The Authority will furnish keys and/or key cards for facilities as are deemed necessary. ***Contractor or Contractor's employees may not duplicate any keys.*** The Contractor shall be held accountable and responsible for all keys and key cards issued. Replacement cost of lost keys/key cards will be the Contractor's responsibility. Additionally, the Contractor may be held responsible for the cost of re-keying locks that were operable by the key(s) that were lost or misplaced.

- 6.2 Contractor's employees shall not disturb documents, or any other item on desks, tables, file cabinets, etc., or use telephones, radios, television sets, or tamper with personal or Authority property.
- 6.3 The Contractor is responsible for immediately reporting anything out of the ordinary to the Authority's coordinator.
- 6.4 Contractor's employees will wear in a conspicuous, external fashion and at all times while on Authority premises, an identification badge which includes employee name, employee's picture, and Contractor's company name. Identification badges are to be provided by Contractor.

ARTICLE 7 – SAFETY AND ACCIDENT PREVENTION

- 7.1 In performing any work under this agreement on premises, which are under the direct control of the Authority, the Contractor shall: (1) conform to all safety rules and requirements prescribed by the Authority's Contractor/Vendor Safety Contract Specifications; and (2) take such additional precautions as the Authority may reasonably require for safety and accident prevention purposes. The Contractor agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor and Authority's personnel performing or in any way coming into contact with the performance of the agreement on such premises. Any violation of such rules and requirements, unless promptly corrected, as directed by the Authority's CEO or designee, shall be grounds for termination of this agreement in accordance with the default provisions hereof.
- 7.2 Contractor's employees assigned to perform work at any of the Authority's Vehicle Maintenance and service facilities are required to wear acceptable, safe, closed-toe, and non-skid footwear. Athletic-type footwear is NOT acceptable at any time.
- 7.3 Contractor's employees may not use any object other than a commercially manufactured doorstop to prop open doors while working on Authority premises. Contractor will be held responsible for repayment of damage to floor and/or door if unapproved doorstop is used.
- 7.4 Contractor's employees will wear an American National Standards Institute compliant safety vest at all times while on all Authority premises excluding office interiors. Vests will be in clean, uniform, non-tattered condition. Safety vests are to be provided by the Contractor.

ARTICLE 8 – DESCRIPTION OF WORK & LOCATIONS

Porter Service:

The Contractor will provide two day porters that will work at each Maintenance and Operations Base facility, Monday through Friday, to provide supplementary cleaning tasks to those listed in this scope of work. Each porter will work 40 hours per week (8 hours per base, per week typical). The day porters will perform a variety of tasks not included in the services listed below. These tasks include, but are not limited to, pressure wash racks and surrounding areas; clean and pressure wash clarifier drains; perform special cleaning in areas affected by non-normal activities that may require service between scheduled cleaning, such as remediating simple spills, and hydraulic fluid/oil from bus yard; providing clean-up following completion of facilities projects; unforeseen cleaning due to plumbing issues, high winds, heavy rains, and emergency situations; assisting with the preparation of the annual Bus Rodeo; and preparing for and cleaning before and after special events during the course of the contract, including emptying of trash receptacles and retrieval of loose trash around the facilities.

SANTA ANA BASE – MAINTENANCE AND BUS OPERATIONS

Address: 4301 West MacArthur Boulevard, Santa Ana, CA 92704

Operation: 24 hours per day, 7 days per week

RESTROOMS

A. DAILY SERVICE (Twice daily in mechanic and coach operator restrooms).

1. Clean and sanitize toilets, urinals, and sink fixtures and hardware with approved cleaner.
2. Clean mirrors, shelves, benches, and sink counters with a non-abrasive cleaner.
3. Sweep and wet mop floor with approved cleaning agent.
4. Replenish toilet tissue, paper hand towels, bar hand soap, waterless hand cleaner, urinal screen deodorant, and sanitary napkins.
5. Empty and clean trash containers and replace plastic liners.

B. WEEKLY SERVICE

1. Spot clean walls, partitions, doors and door hardware with approved cleaner.
2. Clean tops of lockers, partitions, doors, and mirror frames.
3. Clean and sanitize shower stalls, hardware, and floor grates with approved cleaner.

C. MONTHLY SERVICE

1. Replace empty wall mounted deodorant spray cans.
2. Clean all ceramic tile surfaces with approved cleaner.
3. Clean ceiling light fixtures and covers.
4. Clean dirt and lint from ceiling and wall vents.

OFFICE SPACES

A. DAILY SERVICE

1. Sweep and damp mop vinyl floors.
2. Sweep and wet mop concrete floor with approved cleaning agent.

3. Wipe clean telephone instruments.
4. Spot clean walls, doors, and door hardware to remove accumulated dust, handprints, kick marks, etc.
5. Wipe seat and backrest of vinyl/plastic furniture with approved cleaner.
6. Wipe clean wooden, vinyl covered, and metal chair armrests and chair bases.
7. Empty and clean trash containers and replace plastic liners.

B. WEEKLY SERVICE

1. Vacuum and spot clean carpet.
2. Clean both sides of glass windows in partitioned offices including windowsills and frames.
3. Clean dirt and lint from ceiling, wall vents and light fixtures.
4. Clean tops of partitions, file and supply cabinets, doors, and window frames.

C. MONTHLY SERVICE

1. Clean shop side of office windows in Bus Maintenance Buildings.
2. Clean interior window glass.
3. Clean window blinds.
4. Polish desktops and wooden furniture.
5. Vacuum clean upholstered furniture.
6. Dust picture frames (wall mounted) and clean glass covers.
7. Strip, clean, wax, and power buff vinyl and tile floor surfaces using approved cleaning products. (Verification of work required).

D. QUARTERLY SERVICE

1. Contractor shall clean all carpet (steam clean and extraction) in the manner consistent with carpet manufacturer recommendations. (Verification of work required).
2. All carpet cleaning shall be done after normal working hours and be scheduled through the Authority's Facility Maintenance Supervisor responsible for the site.

EMPLOYEE LUNCHROOM/LOUNGE/RECREATION

A. DAILY SERVICE

1. Vacuum and spot clean carpet with capture dry clean system.
2. Sweep and wet mop vinyl floor with approved cleaning agent.
3. Clean and sanitize sinks, sink counters, and sink hardware with approve cleaning agent.
4. Clean food preparation/heating appliances.
5. Wipe clean vending machines, refrigerators, freezers, and cabinets.
6. Clean tabletops and seats (includes furniture and umbrellas located on adjacent exterior patios).
7. Spot clean walls, doors, and door hardware.
8. Wipe clean all furniture, not specifically identified in numbers 5 and 6.
9. Empty and clean ashtrays.
10. Empty and clean trash containers and replace plastic liners.
11. Clean and sanitize public telephones.
12. Sweep and remove trash/debris from outside lunchroom patio.
13. Clean interior of glass windows and doors.

B. WEEKLY SERVICE

1. Clean interior and exterior of windows.
2. Clean and sanitize interior of refrigerators.
3. Clean tops of vending machines, refrigerators, freezers, and cabinets.

C. MONTHLY SERVICE

1. Strip, clean, wax, and power buff vinyl and tile floors with approved product. (Verification of work required).
2. Vacuum upholstered furniture.

3. Clean legs of all tables and chairs.
4. Clean dirt and lint from ceiling and wall vents.
5. Clean ceiling lighting fixtures and covers.

HALLWAYS/STAIRWAYS/LOBBY AREAS

A. DAILY SERVICE

1. Sweep and wet mop vinyl, tiled, and concrete surface with approved cleaning agent.
2. Wipe clean handrails.
3. Spot clean wall surface to remove accumulated dust, hand prints, kick marks, etc.
4. Clean and sanitize public telephones.
5. Empty and clean trash containers and replace plastic liners.
6. Clean interior and exterior glass on all first floor entrance/exit doors.
7. Wipe all furniture, including armrests and chair legs clean.

B. WEEKLY SERVICE

1. Vacuum and spot clean carpet.

C. QUARTERLY SERVICE

1. Strip, clean, wax, and power buff vinyl and tile floor surfaces. (Verification of work required).
2. Clean ceiling light fixtures and covers.
3. Vacuum clean upholstered furniture, shampoo upholstered furniture.

CONFERENCE AND TRAINING SPACES

A. DAILY SERVICE

1. Vacuum and spot clean carpet with capture dry clean system.
2. Sweep and wet mop vinyl and concrete surface with approved cleaning agent.
3. Spot clean walls, cabinets, equipment, doors, and door hardware to remove accumulated dust, handprints, kick marks, etc.

4. Clean tables, desks, and workbench tops.
5. Clean vinyl and plastic chair seats and backrests.
6. Clean wall and pedestal mounted writing boards.
7. Empty and clean trash containers and replace plastic liners.

B. MONTHLY SERVICE

1. Polish conference room tabletop.
2. Clean table and chair leg assemblies.
3. Clean interior of windows.
4. Clean window blinds.
5. Vacuum upholstered furniture, shampoo upholstered furniture.
6. Clean ceiling lighting fixtures and covers as required.
7. Clean dirt and dust from ceiling and wall vents.
8. Strip, clean, wax, and power buff vinyl and tile floor surfaces. (Verification of work required).

ELEVATORS

A. DAILY SERVICE

1. Vacuum and spot clean carpet with capture dry clean system.
2. Sweep and wet mop vinyl floor surfaces.
3. Wipe clean handrails, instrument panels, and telephones.
4. Spot clean walls.
5. Clean stainless steel.

B. MONTHLY SERVICE

1. Clean and polish wall surface.
2. Clean overhead light fixtures and covers.

3. Strip, clean, wax, and power buff vinyl and tile floor surfaces. (Verification of work required).

MAIN SHOP AREA – BUS MAINTENANCE BUILDING FIRST FLOOR

A. DAILY SERVICE

1. Sweep and clean concrete floor surface with approved cleaning product.
2. Wipe clean workbench tops.
3. Empty and clean trash containers, replace plastic liners.
4. Spot clean personnel doors and door hardware.

B. WEEKLY SERVICE

1. Power scrub and clean concrete floor surface.
2. Clean bus hoist lift arm, pits, and all adapters (remove all excess oil, grease, lube, dirt, and trash from pit surface and walls).
3. Clean control mechanism of overhead crane.
4. Clean all hoses and dispensers.
5. Clean all floor mounted equipment and machines up to 8 feet.
6. Clean all wall mounted equipment, power panels, and pipes, up to 8 feet.
7. Clean all floor drain covers, screens, and cup.
8. Spot clean walls to remove accumulated dust, handprints, grease, oil, kick marks, etc.
9. Clean safety face and body shower stations.
10. Clean all office windows.

C. MONTHLY SERVICE

1. Clean wall mounted lighting fixtures and covers.
2. Clean all hose reels, hoses, and dispensers.
3. Clean all bay door windows inside and out.

SHOP SUPPORT AREAS – BUS MAINTENANCE BUILDING

▪ Parts Issue and Storage	▪ Oil/Lubrication Pump Room
▪ Tool Storage	▪ Compressor Room/Enclosure
▪ Uniform Storage	▪ Fare Box Shop
▪ Machine Shop	▪ Parts Cleaner Room
▪ Body Shop	▪ Battery Charging/Storage Area
▪ Paint Shop	▪ Utility Service Enclosures
▪ Facilities Shop	▪ Brake Lathe Room
	▪ Shavings Collection Room
▪ Upholstery Shop	▪ Bus Dynamometer Area
▪ Electronics Office/Shop	

A. DAILY SERVICE

1. Sweep and wet mop vinyl floor surface with approved cleaning agent.
2. Sweep and spot clean concrete floor surface.
3. Clean counter, tables, and work bench tops.
4. Empty trash and clean containers and replace plastic liners.

B. WEEKLY SERVICE

1. Power scrub and clean concrete floor surface.
2. Clean bus hoist lift arms and adapters and pit.
3. Clean all floor and wall mounted equipment and machinery (remove all dirt, accumulated grease, oil, lube, etc.), up to 8 feet.
4. Clean all hoses and dispensers including Fuel Management System panel surfaces.
5. Clean power control mechanism of all overhead cranes.
6. Clean all wall mounted service panels, pipes, and conduit, up to 8 feet high.
7. Clean all floor drain covers, screens, and cup.
8. Spot clean walls to remove accumulated dust, handprints, grease, oil, kick marks.
9. Clean safety face and body shower stations.
10. Remove brake lathe shavings and dispose of in trash containers.
11. Clean all windows inside and out below 8 feet.

C. MONTHLY SERVICE

1. Clean wall mounted lighting fixtures and covers.
2. Clean all bay door windows inside and out.
3. Scrub all mop edges and base coving.
4. Strip clean, wax, and power buff all vinyl floor and tile surfaces. (Verification of work required).

BUS SERVICE BUILDINGS – BUS MAINTENANCE FACILITIES

- Fuel & Vacuum/Brake Check/Tire Shop Building
- Bus Wash Building
- Bus Cleaning Building
- Storage Building
- Guard Station

A. DAILY SERVICE

1. Remove all trash, cigarette butts, and chewing gum from traffic ways, islands, and walkways.
2. Sweep down traffic ways, islands, and walkways. Power scrub or wet mop all vinyl and concrete floor areas with approved cleaning agent to remove grease, oil, etc.
3. Clean trash from bottom interior of bus vacuum equipment. Wipe clean equipment exterior.
4. Wipe clean all dispensers.
5. Wipe clean diesel fuel filter equipment and compressor assembly.
6. Wipe clean all stand-up desks.
7. Spot clean interior walls, doors, and door hardware.
8. Clean floor drain covers, screens, and cup.
9. Empty and clean trash containers and replace plastic liners.
10. Sweep and wet mop bus wash mechanical room floor.

B. WEEKLY SERVICE

1. Sweep and mop brake check pit floors and stairways.

2. Clean walls of brake check pits. Remove grease, oil, etc.
3. Clean all equipment located in brake check pit.
4. Clean floor, walls, and equipment in trash collector room of fuel service buildings.
5. Clean chassis dynamometer area.
6. Clean windows of offices.

C. MONTHLY SERVICE

1. Clean all floor and wall mounted equipment, machinery, and panel enclosures.

STEAM CLEANER AREA – BUS MAINTENANCE FACILITIES

A. DAILY SERVICE

1. Clean and sweep entire service area to remove trash and oil/lube/dirt accumulation.
2. Steam clean bus hoist arm and pit, including all drains.

B. WEEKLY SERVICE

1. Wipe clean high-pressure steam cleaner and all auxiliary equipment, pipes.
2. Steam clean walls.

BUILDING EXTERIORS – GENERAL

A. DAILY SERVICE

1. Remove and dispose of all trash on walkways, roadway gutters, and in landscaped areas.
2. Clean accumulated dust, dirt, and debris from walls and doors.

B. MONTHLY SERVICE

1. Remove heavy oil stains from wash rack runoff. Removal method should be pressure wash with direct removal by vacuum. **Under no circumstances should any fluids be allowed to enter the storm drain system.**
2. Remove heavy oil stains from parking stalls and yard. Removal method should be pressure wash with direct removal by vacuum. **Under no circumstances should any fluids be allowed to enter the storm drain system.**

C. QUARTERLY

1. Clean the interior and exterior of all windows of each building.

OUTSIDE TRASH ENCLOSURES

A. DAILY SERVICE

1. Clean up trash from ground and around dumpsters.

B. MONTHLY SERVICE

1. Pull dumpsters out of enclosures and sweep interior floors and walls.
2. Pressure-wash the interior and exterior areas of the enclosures. Cleaning method should be pressure wash with direct removal by vacuum. **Under no circumstances should any fluids be allowed to enter the storm drain system.**

GARDEN GROVE BASE – MAINTENANCE AND BUS OPERATIONS

Address: 11800 Woodbury Road, Garden Grove, CA 92843

Frequency: 24 hours per day, 7 days per week

RESTROOMS

A. DAILY SERVICE (Twice daily in mechanic and coach operator restrooms)

1. Clean and sanitize toilets, urinals, and sink fixtures and hardware with approved cleaner.
2. Clean mirrors, shelves, benches, and sink counters with a non-abrasive cleaner.
3. Sweep and wet mop floor with approved cleaning agent.
4. Replenish toilet tissue, paper hand towels, bar hand soap, waterless hand cleaner, urinal screen deodorant, and sanitary napkins.
5. Empty and clean trash containers and replace plastic liners as necessary.

B. WEEKLY SERVICE

1. Spot clean walls, partitions, doors, and door hardware with approved cleaner.
2. Clean tops of lockers, partitions, doors, and mirror frames.
3. Clean and sanitize shower stalls, hardware, and floor grates with approved cleaner.

C. MONTHLY SERVICE

1. Replace empty wall mounted deodorant spray cans.
2. Clean all ceramic tile surfaces with approved cleaner.
3. Clean ceiling light fixtures and covers.
4. Clean dirt and lint from ceiling and wall vents.

OFFICE SPACES

A. DAILY SERVICE

1. Sweep and damp mop vinyl floors.
2. Sweep and wet mop concrete floor with approved cleaning agent.

3. Wipe clean telephone instruments.
4. Spot clean walls, doors, and door hardware to remove accumulated dust, handprints, kick marks, etc.
5. Wipe seat and backrest of vinyl/plastic furniture with approved cleaner.
6. Wipe clean wooden, vinyl covered, and metal chair armrests and chair bases.
7. Empty and clean trash containers and replace plastic liners.

B. WEEKLY SERVICE

1. Vacuum and spot clean carpet.
2. Clean both sides of glass windows in partitioned offices including windowsills and frames.
3. Clean dirt and lint from ceiling, wall vents, and light fixtures.
4. Clean tops of partitions, file and supply cabinets, doors, and window frames.

C. MONTHLY SERVICE

1. Clean shop side of office windows in Bus Maintenance Buildings.
2. Clean interior window glass.
3. Clean window blinds.
4. Polish desktops and wooden furniture.
5. Vacuum clean upholstered furniture.
6. Dust picture frames (wall mounted) and clean glass covers.
7. Strip, clean, wax, and power buff vinyl and tile floor surfaces using approved cleaning products. (Verification of work required).

D. QUARTERLY SERVICE

1. Contractor shall clean all carpet (steam clean and extraction) in the manner consistent with carpet manufacturer recommendations. (Verification of work required).
2. All carpet cleaning shall be done after normal working hours and be scheduled through the Authority's Facility Maintenance Supervisor responsible for the site.

EMPLOYEE LUNCHROOM/LOUNGE/RECREATION

A. DAILY SERVICE

1. Vacuum and spot clean carpet with capture dry clean system.
2. Sweep and wet mop vinyl floor with approved cleaning agent.
3. Clean and sanitize sinks, sink counters, and sink hardware with approve cleaning agent.
4. Clean food preparation/heating appliances.
5. Wipe clean vending machines, refrigerators, freezers, and cabinets.
6. Clean tabletops and seats (includes furniture and umbrellas located on adjacent exterior patios).
7. Spot clean walls, doors, and door hardware.
8. Wipe clean all furniture not specifically identified in numbers 5 and 6.
9. Empty and clean ashtrays.
10. Empty and clean trash containers and replace plastic liners.
11. Clean and sanitize public telephones.
12. Sweep and remove trash/debris from outside lunchroom patio.
13. Clean interior of glass windows and doors.

B. WEEKLY SERVICE

1. Clean interior and exterior of windows.
2. Clean and sanitize interior of refrigerators.
3. Clean tops of vending machines, refrigerators, freezers and cabinets.

C. MONTHLY SERVICE

1. Strip, clean, wax, and power buff vinyl and tile floors with approved product. (Verification of work required).
2. Vacuum upholstered furniture.

3. Clean legs of all tables and chairs.
4. Clean dirt and lint from ceiling and wall vents.
5. Clean ceiling lighting fixtures and covers.

HALLWAYS/STAIRWAYS/LOBBY AREAS

A. DAILY SERVICE

1. Sweep and wet mop vinyl, tiled, and concrete surface with approved cleaning agent.
2. Wipe clean handrails.
3. Spot clean wall surface to remove accumulated dust, hand prints, kick marks, etc.
4. Clean and sanitize public telephones.
5. Empty and clean trash containers and replace plastic liners.
6. Clean interior and exterior glass on all first floor entrance/exit doors.
7. Wipe all furniture, including armrests and chair legs clean.

B. WEEKLY SERVICE

1. Vacuum and spot clean carpet.

C. QUARTERLY SERVICE

1. Strip, clean, wax, and power buff vinyl and tile floor surfaces. (Verification of work required).
2. Clean ceiling light fixtures and covers.
3. Vacuum clean upholstered furniture, shampoo upholstered furniture.

CONFERENCE AND TRAINING SPACES

A. DAILY SERVICE

1. Vacuum and spot clean carpet with capture dry clean system.
2. Sweep and wet mop vinyl and concrete surface with approved cleaning agent.
3. Spot clean walls, cabinets, equipment, doors, and door hardware to remove accumulated dust, handprints, kick marks, etc.

4. Clean tables, desks, and workbench tops.
5. Clean vinyl and plastic chair seats and backrests.
6. Clean wall and pedestal mounted writing boards.
7. Empty and clean trash containers and replace plastic liners.

B. MONTHLY SERVICE

1. Polish conference room tabletop
2. Clean table and chair leg assemblies.
3. Clean interior of windows.
4. Clean window blinds.
5. Vacuum upholstered furniture, shampoo upholstered furniture.
6. Clean ceiling lighting fixtures and covers.
7. Clean dirt and dust from ceiling and wall vents.
8. Strip, clean, wax, and power buff vinyl and tile floor surfaces. (Verification of work required).

ELEVATORS

A. DAILY SERVICE

1. Vacuum and spot clean carpet with capture dry clean system.
2. Sweep and wet mop vinyl floor surfaces.
3. Wipe clean handrails, instrument panels, and telephones.
4. Spot clean walls.
5. Clean stainless steel.

B. MONTHLY SERVICE

1. Clean and polish wall surface.
2. Clean overhead light fixtures and covers.

3. Strip, clean, wax, and power buff vinyl and tile floor surfaces. (Verification of work required).

MAIN SHOP AREA – BUS MAINTENANCE BUILDING FIRST FLOOR

A. DAILY SERVICE

1. Sweep and clean concrete floor surface with approved cleaning product.
2. Wipe clean workbench tops.
3. Empty and clean trash containers, replace plastic liners.
4. Spot clean personnel doors and door hardware.

B. WEEKLY SERVICE

1. Power scrub and clean concrete floor surface.
2. Clean bus hoist lift arm, pits, and all adapters (remove all excess oil, grease, lube, dirt, and trash from pit surface and walls).
3. Clean control mechanism of overhead crane.
4. Clean all hoses and dispensers.
5. Clean all floor mounted equipment and machines up to 8 feet.
6. Clean all wall mounted equipment, power panels, pipe, up to 8 feet.
7. Clean all floor drain covers, screens, and cup.
8. Spot clean walls to remove accumulated dust, handprints, grease, oil, kick marks, etc.
9. Clean safety face and body shower stations.
10. Clean all office windows.

C. MONTHLY SERVICE

1. Clean wall mounted lighting fixtures and covers.
2. Clean all hose reels, hoses, and dispensers.
3. Clean bay door windows inside and out.

SHOP SUPPORT AREAS – BUS MAINTENANCE BUILDING

▪ Parts Issue and Storage	▪ Utility Service Enclosures
▪ Tool Storage	▪ Facilities Office/Shop
▪ Uniform Storage	▪ Fare Box, Electronics Shop/Office
▪ Oil/Lubrication Pump Room	▪ Brake Inspection Area
▪ Compressor Room/Enclosure	▪ Paint Shop
▪ Parts Cleaner Room	▪ Body Shop
▪ Battery Charging/Storage Area	▪

A. DAILY SERVICE

1. Sweep and wet mop vinyl floor surface with approved cleaning agent.
2. Sweep and spot clean concrete floor surface.
3. Clean counter, tables, and work bench tops.
4. Empty trash and clean containers and replace plastic liners.

B. WEEKLY SERVICE

1. Power scrub and clean concrete floor surface.
2. Clean bus hoist lift arms, adapters, and pits.
3. Clean all floor and wall mounted equipment and machinery (remove all dirt, accumulated grease, oil, lube, etc.), up to 8 feet.
4. Clean all hose and dispensers including Fuel Management System panel surfaces.
5. Clean power control mechanism of all overhead cranes.
6. Clean all wall mounted service panels, pipe, and conduit, up to 8 feet high.
7. Clean all floor drain covers, screens, and cup.
8. Spot clean walls to remove accumulated dust, handprints, grease, oil, kick marks.
9. Clean safety face and body shower stations.
10. Clean all windows inside and out below 8 feet.

C. MONTHLY SERVICE

1. Clean wall mounted lighting fixtures and covers.
2. Clean all bay door windows inside and out.
3. Scrub all mop edges and base coving.
4. Strip clean, wax, and power buff all vinyl floor and tile surfaces. (Verification of work required).

BUS SERVICE BUILDINGS – BUS MAINTENANCE FACILITIES

- Fuel Service Building
- Brake Check Building
- Bus Wash Building
- Bus Cleaning Station
- Tire Shop Building

A. DAILY SERVICE

1. Remove all trash, cigarette butts, and chewing gum from traffic ways, islands and walkways.
2. Sweep down traffic ways, islands, and walkways. Power scrub or wet mop all vinyl and concrete floor areas with approved cleaning agent to remove grease, oil, etc.
3. Clean trash from bottom interior of bus vacuum equipment. Wipe clean equipment exterior.
4. Wipe all dispensers clean.
5. Wipe clean diesel fuel filter equipment and compressor assembly.
6. Wipe clean all stand-up desks.
7. Spot clean interior walls, doors, and door hardware.
8. Clean floor drain covers, screens, and cup.
9. Empty and clean trash containers and replace plastic liners.
10. Sweep and wet mop bus wash mechanical room floor.

B. WEEKLY SERVICE

1. Sweep and mop brake check pit floors and stairways.

2. Clean walls of brake check pits. Remove grease, oil, etc.
3. Clean all equipment located in brake check pit.
4. Clean floor, walls, and equipment in trash collector room of fuel service buildings.
5. Clean windows of offices.

C. MONTHLY SERVICE

1. Clean all floor and wall mounted equipment, machinery, and panel enclosures.

STEAM CLEANER AREA – BUS MAINTENANCE FACILITIES

A. DAILY SERVICE

1. Clean and sweep entire service area to remove trash and oil/lube/dirt accumulation.
2. Steam clean bus hoist arm and pit, including all drains.

B. WEEKLY SERVICE

1. Wipe clean high-pressure steam cleaner and all auxiliary equipment, pipes.
2. Steam clean walls.

BUILDING EXTERIORS – GENERAL

A. DAILY SERVICE

1. Remove and dispose of all trash on walkways, roadway gutters, and in landscaped areas.
2. Clean accumulated dust, dirt, and debris from walls and doors.

B. MONTHLY SERVICE

1. Remove heavy oil stains from wash rack runoff. Removal method should be pressure wash with direct removal by vacuum. **Under no circumstances should any fluids be allowed to enter the storm drain system.**
2. Remove heavy oil stains from parking stalls and yard. Removal method should be pressure wash with direct removal by vacuum. **Under no circumstances should any fluids be allowed to enter the storm drain system.**

C. QUARTERLY SERVICE

1. Clean the interior and exterior of all windows of each building.

OUTSIDE TRASH ENCLOSURES

A. DAILY SERVICE

1. Clean up trash from ground and around dumpsters.

B. MONTHLY SERVICE

1. Pull dumpsters out of enclosures and sweep interior floors and walls.
2. High pressure-wash the interior and exterior areas of the enclosures. Cleaning method should be pressure wash with direct removal by vacuum. **Under no circumstances should any fluids be allowed to enter the storm drain system.**

GARDEN GROVE ANNEX

Address: 11800 Woodbury Road, Garden Grove, CA 92843

Operation: 24 hours per day, 7 days per week

RESTROOMS

A. DAILY SERVICE (Twice Daily)

1. Clean and sanitize toilet, urinal, sink fixtures, and hardware with approved cleaner.
2. Clean mirrors, shelves, benches, and sink counters with a non-abrasive cleaner.
3. Sweep and wet mop floor with approved cleaning agent.
4. Replenish toilet tissue, paper hand towels, bar hand soap, waterless hand cleaner, urinal screen deodorant, and sanitary napkins.
5. Empty and clean trash containers and replace plastic liners.

B. WEEKLY SERVICE

1. Spot clean walls, partitions, doors, and door hardware with approved cleaner.
2. Clean tops of lockers, partitions, doors, and mirror frames.
3. Clean and sanitize shower stalls, hardware, and floor grates with approved cleaner.

C. MONTHLY SERVICE

1. Replace wall mounted deodorant spray cans.
2. Clean all ceramic tile surfaces with approved cleaner.
3. Clean ceiling light fixtures and covers.
4. Clean dirt and lint from ceiling and wall vents.

OFFICE SPACES

A. DAILY SERVICE

1. Sweep and damp mop vinyl floors.
2. Sweep and wet mop concrete floor with approved cleaning agent.

3. Wipe clean telephone instruments.
4. Spot clean walls, doors, and door hardware to remove accumulated dust, handprints, kick marks, etc.
5. Wipe seat and backrest of vinyl/plastic furniture with approved cleaner.
6. Wipe clean wooden, vinyl covered, and metal chair armrests and chair bases.
7. Empty and clean trash containers and replace plastic liners.

B. WEEKLY SERVICE

1. Vacuum and spot clean carpet.
2. Clean both sides of glass windows in partitioned offices including windowsills and frames.
3. Clean dirt and lint from ceiling, wall vents, and light fixtures.
4. Clean tops of partitions, file and supply cabinets, doors, and window frames.

C. MONTHLY SERVICE

1. Clean interior window glass.
2. Clean window blinds.
3. Polish desktops and wooden furniture.
4. Vacuum clean upholstered furniture.
5. Dust picture frames (wall mounted) and clean glass covers.
6. Strip, clean, wax, and power buff vinyl and tile floor surfaces using approved cleaning products. (Verification of work required).

D. QUARTERLY SERVICE

1. Contractor shall clean all carpet (steam clean and extraction) in the manner consistent with carpet manufacturer recommendations. (Verification of work required).
2. All carpet cleaning shall be done after normal working hours and be scheduled through the Authority's Facility Maintenance Supervisor responsible for the site.

EMPLOYEE LUNCHROOM/LOUNGE/RECREATION

A. DAILY SERVICE

1. Vacuum and spot clean carpet with capture dry clean system.
2. Sweep and wet mop vinyl floor with approved cleaning agent.
3. Clean and sanitize sinks, sink counters, and sink hardware with approve cleaning agent.
4. Clean food preparation/heating appliances.
5. Wipe clean vending machines, refrigerators, freezers, and cabinets.
6. Clean tabletops and seats (includes furniture and umbrellas located on adjacent exterior patios).
7. Spot clean walls, doors, and door hardware.
8. Wipe clean all furniture not specifically identified in numbers 5 and 6.
9. Empty and clean ashtrays.
10. Empty and clean trash containers and replace plastic liners.
11. Clean and sanitize public telephones.
12. Sweep and remove trash/debris from outside lunchroom patio.
13. Clean interior of glass windows and doors.

B. WEEKLY SERVICE

1. Clean interior and exterior of windows.
2. Clean and sanitize interior of refrigerators.
3. Clean tops of vending machines, refrigerators, freezers, and cabinets.

C. MONTHLY SERVICE

1. Strip, clean, wax, and power buff tile and vinyl floors with approved product. (Verification of work required).
2. Vacuum upholstered furniture.

3. Clean legs of all tables and chairs.
4. Clean dirt and lint from ceiling and wall vents.
5. Clean ceiling lighting fixtures and covers.

HALLWAYS/STAIRWAYS/LOBBY AREAS

A. DAILY SERVICE

1. Sweep and wet mop vinyl, tiled, and concrete surface with approved cleaning agent.
2. Wipe clean handrails.
3. Spot clean wall surface to remove accumulated dust, hand prints, kick marks, etc.
4. Clean and sanitize public telephones.
5. Empty and clean trash containers and replace plastic liners.
6. Clean interior and exterior glass on all first floor entrance/exit doors.
7. Wipe all furniture, including armrests and chair legs clean.

B. WEEKLY SERVICE

1. Vacuum and spot clean carpet.

C. QUARTERLY SERVICE

1. Strip, clean, wax, and power buff vinyl and tile floor surfaces. (Verification of work required).
2. Clean ceiling light fixtures and covers.
3. Vacuum clean upholstered furniture, shampoo upholstered furniture.

CONFERENCE AND TRAINING SPACES

A. DAILY SERVICE

1. Vacuum and spot clean carpet with capture dry clean system.
2. Sweep and wet mop vinyl and concrete surface with approved cleaning agent.
3. Spot clean walls, cabinets, equipment, doors, and door hardware to remove accumulated dust, handprints, kick marks, etc.

4. Clean table, desks, and workbench tops.
5. Clean vinyl, plastic chair seats, and backrests.
6. Clean wall and pedestal mounted writing boards.
7. Empty and clean trash containers and replace plastic liner.

B. MONTHLY SERVICE

1. Polish conference room tabletop
2. Clean table and chair leg assemblies.
3. Clean interior of windows.
4. Clean window blinds.
5. Vacuum upholstered furniture, shampoo upholstered furniture.
6. Clean ceiling lighting fixtures and covers.
7. Clean dirt and dust from ceiling and wall vents.
8. Strip, clean, wax, and power buff vinyl and tile floor surfaces. (Verification of work required).

ELEVATORS

A. DAILY SERVICE

1. Vacuum and spot clean carpet with capture dry clean system.
2. Sweep and wet mop vinyl floor surfaces.
3. Wipe clean handrails, instrument panels, and telephone.
4. Spot clean walls.
5. Clean stainless steel.

B. MONTHLY SERVICE

1. Clean and polish wall surface.
2. Clean overhead light fixtures and covers.

3. Strip, clean, wax, and power buff vinyl and tile floor surfaces (Verification of work required).

BUILDING EXTERIORS – GENERAL

A. DAILY SERVICE

1. Remove and dispose of all trash on walkways, roadway gutters, and in landscaped areas.
2. Clean accumulated dust, dirt, debris, and anything else specified by Facilities Supervisor from walls and doors.

B. MONTHLY SERVICE

1. Remove heavy oil stains from parking stalls and yard. Removal method should be pressure wash with direct removal by vacuum. **Under no circumstances should any fluids be allowed to enter the storm drain system.**

C. QUARTERLY SERVICE

1. Clean the interior and exterior of all windows of each building.

OUTSIDE TRASH ENCLOSURES

A. DAILY SERVICE

1. Clean up trash from ground and around dumpsters.

B. MONTHLY SERVICE

1. Pull dumpsters out of enclosures and sweep interior floors and walls.
2. Pressure-wash the interior and exterior areas of the enclosures. Cleaning method should be pressure wash with direct removal by vacuum. **Under no circumstances should any fluids be allowed to enter the storm drain system.**

MARKETING WAREHOUSE/OCTAP

Address: 11911 Woodbury Road, Garden Grove, CA 92843

Operation: 5 days per week

RESTROOMS

A. DAILY SERVICE

1. Clean and sanitize toilet, urinal, sink fixtures, and hardware with approved cleaner.
2. Clean mirrors, shelves, benches, and sink counters with a non-abrasive cleaner.
3. Sweep and wet mop floor with approved cleaning agent.
4. Replenish toilet tissue, paper hand towels, bar hand soap, waterless hand cleaner, urinal screen deodorant, and sanitary napkins.
5. Empty and clean trash containers and replace plastic liners.

B. WEEKLY SERVICE

1. Spot clean walls, partitions, doors, and door hardware with approved cleaner.
2. Clean tops of lockers, partitions, doors, and mirror frames.

C. MONTHLY SERVICE

1. Replace wall mounted deodorant spray cans.
2. Clean all ceramic tile surfaces with approved cleaner.
3. Clean ceiling light fixtures and covers.
4. Clean dirt and lint from ceiling and wall vents.

OFFICE SPACES

A. DAILY SERVICE

1. Sweep and damp mop vinyl floors.
2. Sweep and wet mop concrete floor with approved cleaning agent.
3. Wipe clean telephone instruments.

4. Spot clean walls, doors, and door hardware to remove accumulated dust, handprints, kick marks, etc.
5. Wipe seat and backrest of vinyl/plastic furniture with approved cleaner.
6. Wipe clean wooden, vinyl covered, and metal chair armrests and chair bases.
7. Empty and clean trash containers and replace plastic liners.

B. WEEKLY SERVICE

1. Vacuum and spot clean carpet.
2. Clean both sides of glass windows in partitioned offices including windowsills and frames.
3. Clean dirt and lint from ceiling, wall vents, and light fixtures.
4. Clean tops of partitions, file and supply cabinets, doors, and window frames.

C. MONTHLY SERVICE

1. Clean interior window glass.
2. Clean window blinds.
3. Polish desktops and wooden furniture.
4. Vacuum clean upholstered furniture.
5. Dust picture frames (wall mounted) and clean glass covers.
6. Strip, clean, wax, and power buff vinyl and tile floor surfaces using approved cleaning products. (Verification of work required).

D. QUARTERLY SERVICE

1. Contractor shall clean all carpet (steam clean and extraction) in the manner consistent with carpet manufacturer recommendations. (Verification of work required).
2. All carpet cleaning shall be done after normal working hours and be scheduled through the Authority's Facility Maintenance Supervisor responsible for the site.

ANAHEIM BASE – MAINTENANCE AND BUS OPERATIONS

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

Frequency: 24 hours per day, 7 days per week

RESTROOMS

A. DAILY SERVICE (Twice daily in mechanic and coach operator restrooms)

1. Clean and sanitize toilets, urinals, and sink fixtures and hardware with approved cleaner.
2. Clean mirrors, shelves, benches, and sink counters with a non-abrasive cleaner.
3. Sweep and wet mop floor with approved cleaning agent.
4. Replenish toilet tissue, paper hand towels, bar hand soap, waterless hand cleaner, urinal screen deodorant, and sanitary napkins.
5. Empty and clean trash containers and replace plastic liners as necessary.

B. WEEKLY SERVICE

1. Spot clean walls, partitions, doors, and door hardware with approved cleaner.
2. Clean tops of lockers, partitions, doors, and mirror frames.
3. Clean and sanitize shower stalls, hardware, and floor grates with approved cleaner.

C. MONTHLY SERVICE

1. Replace empty wall mounted deodorant spray cans.
2. Clean all ceramic tile surfaces with approved cleaner.
3. Clean ceiling light fixtures and covers.
4. Clean dirt and lint from ceiling and wall vents.

OFFICE SPACES

A. DAILY SERVICE

1. Sweep and damp mop vinyl floors.
2. Sweep and wet mop concrete floor with approved cleaning agent.

3. Wipe clean telephone instruments.
4. Spot clean walls, doors, and door hardware to remove accumulated dust, handprints, kick marks, etc.
5. Wipe seat and backrest of vinyl/plastic furniture with approved cleaner.
6. Wipe clean wooden, vinyl covered, and metal chair armrests and chair bases.
7. Empty and clean trash containers and replace plastic liners.

B. WEEKLY SERVICE

1. Vacuum and spot clean carpet.
2. Clean both sides of glass windows in partitioned offices including windowsills and frames.
3. Clean dirt and lint from ceiling, wall vents, and light fixtures.
4. Clean tops of partitions, file and supply cabinets, doors, and window frames.

C. MONTHLY SERVICE

1. Clean shop side of office windows in Bus Maintenance Buildings.
2. Clean interior window glass.
3. Clean window blinds.
4. Polish desktops and wooden furniture.
5. Vacuum clean upholstered furniture.
6. Dust picture frames (wall mounted) and clean glass covers.
7. Strip, clean, wax, and power buff vinyl and tile floor surfaces using approved cleaning products. (Verification of work required).

D. QUARTERLY SERVICE

1. Contractor shall clean all carpet (steam clean and extraction) in the manner consistent with carpet manufacturer recommendations. (Verification of work required).
2. All carpet cleaning shall be done after normal working hours and be scheduled through the Authority's Facility Maintenance Supervisor responsible for the site.

EMPLOYEE LUNCHROOM/LOUNGE/RECREATION

A. DAILY SERVICE

1. Vacuum and spot clean carpet with capture dry clean system.
2. Sweep and wet mop vinyl floor with approved cleaning agent.
3. Clean and sanitize sinks, sink counters, and sink hardware with approve cleaning agent.
4. Clean food preparation/heating appliances.
5. Wipe clean vending machines, refrigerators, freezers, and cabinets.
6. Clean tabletops and seats (includes furniture and umbrellas located on adjacent exterior patios).
7. Spot clean walls, doors, and door hardware.
8. Wipe clean all furniture not specifically identified in numbers 5 and 6.
9. Empty and clean ashtrays.
10. Empty and clean trash containers and replace plastic liners.
11. Clean and sanitize public telephones.
12. Sweep and remove trash/debris from outside lunchroom patio.
13. Clean interior of glass windows and doors.

B. WEEKLY SERVICE

1. Clean interior and exterior of windows.
2. Clean and sanitize interior of refrigerators.
3. Clean tops of vending machines, refrigerators, freezers and cabinets.

C. MONTHLY SERVICE

1. Strip, clean, wax, and power buff vinyl and tile floors with approved product. (Verification of work required).
2. Vacuum upholstered furniture.

3. Clean legs of all tables and chairs.
4. Clean dirt and lint from ceiling and wall vents.
5. Clean ceiling lighting fixtures and covers.

HALLWAYS/STAIRWAYS/LOBBY AREAS

A. DAILY SERVICE

1. Sweep and wet mop vinyl, tiled, and concrete surface with approved cleaning agent.
2. Wipe clean handrails.
3. Spot clean wall surface to remove accumulated dust, hand prints, kick marks, etc.
4. Clean and sanitize public telephones.
5. Empty and clean trash containers and replace plastic liners.
6. Clean interior and exterior glass on all first floor entrance/exit doors.
7. Wipe all furniture, including armrests and chair legs clean.

B. WEEKLY SERVICE

1. Vacuum and spot clean carpet.

C. QUARTERLY SERVICE

1. Strip, clean, wax, and power buff vinyl and tile floor surfaces. (Verification of work required).
2. Clean ceiling light fixtures and covers.
3. Vacuum clean upholstered furniture, shampoo upholstered furniture.

CONFERENCE AND TRAINING SPACES

A. DAILY SERVICE

1. Vacuum and spot clean carpet with capture dry clean system.
2. Sweep and wet mop vinyl and concrete surface with approved cleaning agent.
3. Spot clean walls, cabinets, equipment, doors, and door hardware to remove accumulated dust, handprints, kick marks, etc.

4. Clean tables, desks, and workbench tops.
5. Clean vinyl and plastic chair seats and backrests.
6. Clean wall and pedestal mounted writing boards.
7. Empty and clean trash containers and replace plastic liners.

B. MONTHLY SERVICE

1. Polish conference room tabletop
2. Clean table and chair leg assemblies.
3. Clean interior of windows.
4. Clean window blinds.
5. Vacuum upholstered furniture, shampoo upholstered furniture.
6. Clean ceiling lighting fixtures and covers.
7. Clean dirt and dust from ceiling and wall vents.
8. Strip, clean, wax, and power buff vinyl and tile floor surfaces. (Verification of work required).

ELEVATORS

A. DAILY SERVICE

1. Vacuum and spot clean carpet with capture dry clean system.
2. Sweep and wet mop vinyl floor surfaces.
3. Wipe clean handrails, instrument panels, and telephones.
4. Spot clean walls.
5. Clean stainless steel.

B. MONTHLY SERVICE

1. Clean and polish wall surface.
2. Clean overhead light fixtures and covers.

3. Strip, clean, wax, and power buff vinyl and tile floor surfaces. (Verification of work required).

MAIN SHOP AREA – BUS MAINTENANCE BUILDING FIRST FLOOR

A. DAILY SERVICE

1. Sweep and clean concrete floor surface with approved cleaning product.
2. Wipe clean workbench tops.
3. Empty and clean trash containers, replace plastic liners.
4. Spot clean personnel doors and door hardware.

B. WEEKLY SERVICE

1. Power scrub and clean concrete floor surface.
2. Clean bus hoist lift arm, pits, and all adapters (remove all excess oil, grease, lube, dirt, and trash from pit surface and walls).
3. Clean control mechanism of overhead crane.
4. Clean all hoses and dispensers.
5. Clean all floor mounted equipment and machines up to 8 feet.
6. Clean all wall mounted equipment, power panels, pipe, up to 8 feet.
7. Clean all floor drain covers, screens, and cup.
8. Spot clean walls to remove accumulated dust, handprints, grease, oil, kick marks, etc.
9. Clean safety face and body shower stations.
10. Clean all office windows.

C. MONTHLY SERVICE

1. Clean wall mounted lighting fixtures and covers.
2. Clean all hose reels, hoses, and dispensers.
3. Clean bay door windows inside and out.

SHOP SUPPORT AREAS – BUS MAINTENANCE BUILDING

▪ Parts Issue and Storage	▪ Utility Service Enclosures
▪ Tool Storage	▪ Body Shop
▪ Uniform Storage	▪ Paint Shop
▪ Oil/Lubrication Pump Room	▪ Facilities Office/Shop
▪ Compressor Room/Enclosure	▪ Fare Box/Electronics Shop/Office
▪ Parts Cleaner Room	▪ Battery Charging/Storage Area

A. DAILY SERVICE

1. Sweep and wet mop vinyl floor surface with approved cleaning agent.
2. Sweep and spot clean concrete floor surface.
3. Clean counter, tables, and work bench tops.
4. Empty trash and clean containers and replace plastic liners.

B. WEEKLY SERVICE

1. Power scrub and clean concrete floor surface.
2. Clean bus hoist lift arms, adapters, and pits.
3. Clean all floor and wall mounted equipment and machinery (remove all dirt, accumulated grease, oil, lube, etc.), up to 8 feet.
4. Clean all hose and dispensers including Fuel Management System panel surfaces.
5. Clean power control mechanism of all overhead cranes.
6. Clean all wall mounted service panels, pipe, and conduit, up to 8 feet high.
7. Clean all floor drain covers, screens, and cup.
8. Spot clean walls to remove accumulated dust, handprints, grease, oil, kick marks.
9. Clean safety face and body shower stations.
10. Clean all windows inside and out below 8 feet.

C. MONTHLY SERVICE

1. Clean wall mounted lighting fixtures and covers.

2. Clean all bay door windows inside and out.
3. Scrub all mop edges and base coving.
4. Strip clean, wax, and power buff all vinyl floor and tile surfaces. (Verification of work required).

BUS SERVICE BUILDINGS – BUS MAINTENANCE FACILITIES

- Fuel Service Building
- Brake Check Building
- Bus Wash Building
- Bus Cleaning Station
- Tire Shop Building

A. DAILY SERVICE

1. Remove all trash, cigarette butts, and chewing gum from traffic ways, islands and walkways.
2. Sweep down traffic ways, islands, and walkways. Power scrub or wet mop all vinyl and concrete floor areas with approved cleaning agent to remove grease, oil, etc.
3. Clean trash from bottom interior of bus vacuum equipment. Wipe clean equipment exterior.
4. Wipe all dispensers clean.
5. Wipe clean diesel fuel filter equipment and compressor assembly.
6. Wipe clean all stand-up desks.
7. Spot clean interior walls, doors, and door hardware.
8. Clean floor drain covers, screens, and cup.
9. Empty and clean trash containers and replace plastic liners.
10. Sweep and wet mop bus wash mechanical room floor.

B. WEEKLY SERVICE

1. Sweep and mop brake check pit floors and stairways.
2. Clean walls of brake check pits. Remove grease, oil, etc.
3. Clean all equipment located in brake check pit.

4. Clean floor, walls, and equipment in trash collector room of fuel service buildings.
5. Clean windows of offices.

C. MONTHLY SERVICE

1. Clean all floor and wall mounted equipment, machinery, and panel enclosures.

STEAM CLEANER AREA – BUS MAINTENANCE FACILITIES

A. DAILY SERVICE

1. Clean and sweep entire service area to remove trash and oil/lube/dirt accumulation.
2. Steam clean bus hoist arm and pit, including all drains.

B. WEEKLY SERVICE

1. Wipe clean high-pressure steam cleaner and all auxiliary equipment, pipes.
2. Steam clean walls.

BUILDING EXTERIORS – GENERAL

A. DAILY SERVICE

1. Remove and dispose of all trash on walkways, roadway gutters, and in landscaped areas.
2. Clean accumulated dust, dirt, and debris from walls and doors.

B. MONTHLY SERVICE

1. Remove heavy oil stains from wash rack runoff. Removal method should be pressure wash with direct removal by vacuum. **Under no circumstances should any fluids be allowed to enter the storm drain system.**
2. Remove heavy oil stains from parking stalls and yard. Removal method should be pressure wash with direct removal by vacuum. **Under no circumstances should any fluids be allowed to enter the storm drain system.**

C. QUARTERLY SERVICE

1. Clean the interior and exterior of all windows of each building.

OUTSIDE TRASH ENCLOSURES

A. DAILY SERVICE

1. Clean up trash from ground and around dumpsters.

B. MONTHLY SERVICE

1. Pull dumpsters out of enclosures and sweep interior floors and walls.
2. High pressure-wash the interior and exterior areas of the enclosures. Cleaning method should be pressure wash with direct removal by vacuum. **Under no circumstances should any fluids be allowed to enter the storm drain system.**

DRAFT

IRVINE BASE I – MAINTENANCE AND BUS OPERATIONS

Address: 14736 Sand Canyon Road, Irvine, CA 92618

Occupancy: 24 hours per day, 7 days per week

RESTROOMS

A. DAILY SERVICE (Twice daily in mechanic and coach operator restrooms)

1. Clean and sanitize toilets, urinals, sink fixtures and hardware with approved cleaner.
2. Clean mirrors, shelves, benches, and sink counters with a non-abrasive cleaner.
3. Sweep and wet mop floor with approved cleaning agent.
4. Replenish toilet tissue, paper hand towels, bar hand soap, waterless hand cleaner, urinal screen deodorant and sanitary napkins.
5. Empty and clean trash containers and replace plastic liners.

B. WEEKLY SERVICE

1. Spot clean walls, partitions, doors and door hardware with approved cleaner.
2. Clean tops of lockers, partitions, doors and mirror frames.
3. Clean and sanitize shower stalls, hardware and floor grates with approved cleaner.

C. MONTHLY SERVICE

1. Replace empty wall mounted deodorant spray cans.
2. Clean all ceramic tile surfaces with approved cleaner.
3. Clean ceiling light fixtures and covers.
4. Clean dirt and lint from ceiling and wall vents.

OFFICE SPACES

A. DAILY SERVICE

1. Sweep and damp mop vinyl floors.
2. Sweep and wet mop concrete floor with approved cleaning agent.

3. Wipe clean telephone instruments.
4. Spot clean walls, doors, and door hardware to remove accumulated dust, handprints, kick marks, etc.
5. Wipe seat and backrest of vinyl/plastic furniture with approved cleaner.
6. Wipe clean wooden, vinyl covered, and metal chair armrests and chair bases.
7. Empty and clean trash containers and replace plastic liners.

B. WEEKLY SERVICE

1. Vacuum and spot clean carpet.
2. Clean both sides of glass windows in partitioned offices including windowsills and frames.
3. Clean dirt and lint from ceiling, wall vents, and light fixtures.
4. Clean tops of partitions, file and supply cabinets, doors, and window frames.

C. MONTHLY SERVICE

1. Clean shop side of office windows in Bus Maintenance Buildings.
2. Clean interior window glass.
3. Clean window blinds.
4. Polish desktops and wooden furniture.
5. Vacuum clean upholstered furniture.
6. Dust picture frames (wall mounted) and clean glass covers.
7. Strip, clean, wax, and power buff vinyl and tile floor surfaces using approved cleaning products. (Verification of work required).

D. QUARTERLY SERVICE

1. Contractor shall clean all carpet (steam clean and extraction) in the manner consistent with carpet manufacturer recommendations. (Verification of work required).
2. All carpet cleaning shall be done after normal working hours and be scheduled through the Authority's Facility Maintenance Supervisor responsible for the site.

EMPLOYEE LUNCHROOM/LOUNGE/RECREATION

A. DAILY SERVICE

1. Vacuum and spot clean carpet with capture dry clean system.
2. Sweep and wet mop vinyl floor with approved cleaning agent.
3. Clean and sanitize sinks, sink counters and sink hardware with approved cleaning agent.
4. Clean food preparation/heating appliances.
5. Wipe clean vending machines, refrigerators, freezers, and cabinets.
6. Clean tabletops and seats (includes furniture and umbrellas located on adjacent exterior patios).
7. Spot clean walls, doors and door hardware.
8. Wipe clean all furniture not specifically identified in numbers 5 and 6.
9. Empty and clean ashtrays.
10. Empty and clean trash containers and replace plastic liners.
11. Clean and sanitize public telephones.
12. Sweep and remove trash/debris from outside lunchroom patio.
13. Clean interior of glass windows and doors.

B. WEEKLY SERVICE

1. Clean interior and exterior of windows.
2. Clean and sanitize interior of refrigerators.
3. Clean tops of vending machines, refrigerators, freezers and cabinets.

C. MONTHLY SERVICE

1. Strip, clean, wax, and power buff tile and vinyl floors with approved product. (Verification of work required).
2. Vacuum upholstered furniture.
3. Clean legs of all tables and chairs.

4. Clean dirt and lint from ceiling and wall vents.
5. Clean ceiling lighting fixtures and covers.

HALLWAYS/STAIRWAYS/LOBBY AREAS

A. DAILY SERVICE

1. Sweep and wet mop vinyl, tiled, and concrete surface with approved cleaning agent.
2. Wipe clean handrails.
3. Spot clean wall surface to remove accumulated dust, hand prints, kick marks, etc.
4. Clean and sanitize public telephones.
5. Empty and clean trash containers and replace plastic liners.
6. Clean interior and exterior glass on all first floor entrance/exit doors.
7. Wipe all furniture, including armrests and chair legs clean.

B. WEEKLY SERVICE

1. Vacuum and spot clean carpet.

C. QUARTERLY SERVICE

1. Strip, clean, wax, and power buff vinyl and tile floor surfaces. (Verification of work required).
2. Clean ceiling light fixtures and covers.
3. Vacuum clean upholstered furniture, shampoo upholstered furniture.

CONFERENCE AND TRAINING SPACES

A. DAILY SERVICE

1. Vacuum and spot clean carpet with capture dry clean system.
2. Sweep and wet mop vinyl and concrete surface with approved cleaning agent.
3. Spot clean walls, cabinets, equipment, doors and door hardware to remove accumulated dust, handprints, kick marks, etc.
4. Clean tables, desks and workbench tops.

5. Clean vinyl and plastic chair seats and backrests.
6. Clean wall and pedestal mounted writing boards.
7. Empty and clean trash containers and replace plastic liner.

B. MONTHLY SERVICE

1. Polish conference room tabletop.
2. Clean table and chair leg assemblies.
3. Clean interior of windows.
4. Clean window blinds.
5. Vacuum upholstered furniture, shampoo upholstered furniture.
6. Clean ceiling lighting fixtures and covers.
7. Clean dirt and dust from ceiling and wall vents.
8. Strip, clean, wax, and power buff vinyl and tile floor surfaces. (Verification of work required).

ELEVATORS

A. DAILY SERVICE

1. Vacuum and spot clean carpet with capture dry clean system.
2. Sweep and wet mop vinyl floor surfaces.
3. Wipe clean handrails, instrument panels and telephone.
4. Spot clean walls.
5. Clean stainless steel.

B. MONTHLY SERVICE

1. Clean and polish wall surface.
2. Clean overhead light fixtures and covers.
3. Strip, clean, wax, and power buff vinyl and tile floor surfaces. (Verification of work required).

MAIN SHOP AREA – BUS MAINTENANCE BUILDING FIRST FLOOR

A. DAILY SERVICE

1. Sweep and clean concrete floor surface with approved cleaning product.
2. Wipe clean workbench tops.
3. Empty and clean trash containers, replace plastic liners.
4. Spot clean personnel doors and door hardware.

B. WEEKLY SERVICE

1. Power scrub and clean concrete floor surface.
2. Clean bus hoist lift arm, pits, and all adapters (remove all excess oil, grease, lube, dirt, and trash from pit surface and walls).
3. Clean control mechanism of overhead crane.
4. Clean all hoses and dispensers.
5. Clean all floor mounted equipment and machines up to 8 feet.
6. Clean all wall mounted equipment, power panels and pipes, up to 8 feet.
7. Clean all floor drain covers, screens and cup.
8. Spot clean walls to remove accumulated dust, handprints, grease, oil, kick marks, etc.
9. Clean safety face and body shower stations.
10. Clean all office windows.

C. MONTHLY SERVICE

1. Clean wall mounted lighting fixtures and covers.
2. Clean all hose reels, hoses, and dispensers.
3. Clean all bay door windows inside and out.

SHOP SUPPORT AREAS – BUS MAINTENANCE BUILDING

▪ Parts Issue and Storage	▪ Utility Service Enclosures
▪ Tool Storage	▪ Body Shop
▪ Uniform Storage	▪ Paint Shop
▪ Oil/Lubrication Pump Room	▪ Facilities Office/Shop
▪ Compressor Room/Enclosure	▪ Battery Charging/Storage Area
▪ Brake Inspection Area	▪ Parts Cleaner Room
▪ Fair Box/Electronics Shop/Office	

A. DAILY SERVICE

1. Sweep and wet mop vinyl floor surface with approved cleaning agent.
2. Sweep and spot clean concrete floor surface.
3. Clean counter, table and work bench tops.
4. Empty trash and clean containers and replace plastic liners.

B. WEEKLY SERVICE

1. Power scrub and clean concrete floor surface.
2. Clean bus hoist lift arms, adapters and pits.
3. Clean all floor and wall mounted equipment and machinery (remove all dirt, accumulated grease, oil, lube, etc.) up to 8 feet.
4. Clean all hoses and dispensers including Fuel Management System panel surfaces.
5. Clean power control mechanism of all overhead cranes.
6. Clean all wall mounted service panels, pipes, and conduit up to 8 feet high.
7. Clean all floor drain covers, screens and cup.
8. Spot clean walls to remove accumulated dust, handprints, grease, oil, kick marks.
9. Clean safety face and body shower stations.
10. Remove brake lathe shavings and dispose of in trash containers.
11. Clean all windows inside and out below 8 feet.

C. MONTHLY SERVICE

1. Clean wall mounted lighting fixtures and covers.
2. Clean all bay door windows inside and out.
3. Scrub all mop edges and base coving.
4. Strip clean, wax, and power buff all vinyl floor and tile surfaces. (Verification of work required).

BUS SERVICE BUILDINGS – BUS MAINTENANCE FACILITIES

- Fuel Service Building
- Brake Check Building
- Bus Wash Building
- Bus Cleaning Station
- Tire Shop Building

A. DAILY SERVICE

1. Remove all trash, cigarette butts, and chewing gum from traffic ways, islands and walkways.
2. Sweep down traffic ways, islands, and walkways. Power scrub or wet mop all vinyl and concrete floor areas with approved cleaning agent to remove grease, oil, etc.
3. Clean trash from bottom interior of bus vacuum equipment. Wipe clean equipment exterior.
4. Wipe all dispensers clean.
5. Wipe clean diesel fuel filter equipment and compressor assembly.
6. Wipe all stand-up desks clean.
7. Spot clean interior walls, doors, and door hardware.
8. Clean floor drain covers, screens and cup.
9. Empty and clean trash containers and replace plastic liners.
10. Sweep and wet mop bus wash mechanical room floor.

B. WEEKLY SERVICE

1. Sweep and mop brake check pit floors and stairways.

2. Clean walls of brake check pits. Remove grease, oil, etc.
3. Clean all equipment located in brake check pit.
4. Clean floor, walls, and equipment in trash collector room of fuel service buildings.
5. Clean windows of offices.

C. MONTHLY SERVICE

1. Clean all floor and wall mounted equipment, machinery and panel enclosures.

STEAM CLEANER AREA – BUS MAINTENANCE FACILITIES

A. DAILY SERVICE

1. Clean and sweep entire service area to remove trash and oil/lube/dirt accumulation.
2. Steam clean bus hoist arm and pit, including all drains.

B. WEEKLY SERVICE

1. Wipe clean high-pressure steam cleaner and all auxiliary equipment, pipes.
2. Steam clean walls.

BUILDING EXTERIORS – GENERAL

A. DAILY SERVICE

1. Remove and dispose of all trash on walkways, roadway gutters, landscaped areas and parking areas.
2. Clean accumulated dust, dirt and debris from walls and doors.

B. MONTHLY SERVICE

1. Remove heavy oil stains from wash rack runoff. Removal method should be pressure wash with direct removal by vacuum. **Under no circumstances should any fluids be allowed to enter the storm drain system.**
2. Remove heavy oil stains from parking stalls and yard. Removal method should be pressure wash with direct removal by vacuum. **Under no circumstances should any fluids be allowed to enter the storm drain system.**

C. QUARTERLY

1. Clean the interior and exterior of all windows of each building.

OUTSIDE TRASH ENCLOSURES

A. DAILY SERVICE

1. Clean up trash from ground and around dumpsters.

B. MONTHLY SERVICE

1. Pull dumpsters out of enclosures and sweep interior floors and walls.
2. High pressure-wash the interior and exterior areas of the enclosures. Cleaning method should be pressure wash with direct removal by vacuum. **Under no circumstances should any fluids be allowed to enter the storm drain system.**

IRVINE BASE II – MAINTENANCE AND BUS OPERATIONS

Address: 16281 Construction Circle West, Irvine, CA 92606

Occupancy: 24 hours per day, 7 days per week

RESTROOMS

A. DAILY SERVICE (Twice daily in mechanic and coach operator restrooms)

1. Clean and sanitize toilets, urinals, sink fixtures and hardware with approved cleaner.
2. Clean mirrors, shelves, benches and sink counters with a non-abrasive cleaner.
3. Sweep and wet mop floor with approved cleaning agent.
4. Replenish toilet tissue, paper hand towels, bar hand soap, waterless hand cleaner, urinal screen deodorant, and sanitary napkins.
5. Empty and clean trash containers and replace plastic liners.

B. WEEKLY SERVICE

1. Spot clean walls, partitions, doors, and door hardware with approved cleaner.
2. Clean tops of lockers, partitions, doors and mirror frames.
3. Clean and sanitize shower stalls, hardware, and floor grates with approved cleaner.

C. MONTHLY SERVICE

1. Replace empty wall mounted deodorant spray cans.
2. Clean all ceramic tile surfaces with approved cleaner.
3. Clean ceiling light fixtures and covers.
4. Clean dirt and lint from ceiling and wall vents.

OFFICE SPACES

A. DAILY SERVICE

1. Sweep and damp mop vinyl floors.
2. Sweep and wet mop concrete floor with approved cleaning agent.

3. Wipe clean telephone instruments.
4. Spot clean walls, doors, and door hardware to remove accumulated dust, handprints, kick marks, etc.
5. Wipe seat and backrest of vinyl/plastic furniture with approved cleaner.
6. Wipe clean wooden, vinyl covered, and metal chair armrests and chair bases.
7. Empty and clean trash containers and replace plastic liners.

B. WEEKLY SERVICE

1. Vacuum and spot clean carpet.
2. Clean both sides of glass windows in partitioned offices including windowsills and frames.
3. Clean dirt and lint from ceiling, wall vents and light fixtures.
4. Clean tops of partitions, file and supply cabinets, doors and window frames.

C. MONTHLY SERVICE

1. Clean shop side of office windows in Bus Maintenance Buildings.
2. Clean interior window glass.
3. Clean window blinds.
4. Polish desktops and wooden furniture.
5. Vacuum clean upholstered furniture.
6. Dust picture frames (wall mounted) and clean glass covers.
7. Strip, clean, wax, and power buff vinyl and tile floor surfaces using approved cleaning products. (Verification of work required).

D. QUARTERLY SERVICE

1. Contractor shall clean all carpet (steam clean and extraction) in the manner consistent with carpet manufacturer recommendations. (Verification of work required).
2. All carpet cleaning shall be done after normal working hours and be scheduled through the Authority's Facility Maintenance Supervisor responsible for the site.

EMPLOYEE LUNCHROOM/LOUNGE/RECREATION

A. DAILY SERVICE

1. Vacuum and spot clean carpet with capture dry clean system.
2. Sweep and wet mop vinyl floor with approved cleaning agent.
3. Clean and sanitize sinks, sink counters, and sink hardware with approved cleaning agent.
4. Clean food preparation/heating appliances.
5. Wipe clean vending machines, refrigerators, freezers and cabinets.
6. Clean tabletops and seats (includes furniture and umbrellas located on adjacent exterior patios).
7. Spot clean walls, doors and door hardware.
8. Wipe clean all furniture not specifically identified in numbers 5 and 6.
9. Empty and clean ashtrays.
10. Empty and clean trash containers and replace plastic liners.
11. Clean and sanitize public telephones.
12. Sweep and remove trash/debris from outside lunchroom patio.
13. Clean interior of glass windows and doors.

B. WEEKLY SERVICE

1. Clean interior and exterior of windows.
2. Clean and sanitize interior of refrigerators.
3. Clean tops of vending machines, refrigerators, freezers, and cabinets.

C. MONTHLY SERVICE

1. Strip, clean, and wax tile and vinyl floors with approved product. (Verification of work required).
2. Vacuum upholstered furniture.
3. Clean legs of all tables and chairs.

4. Clean dirt and lint from ceiling and wall vents.
5. Clean ceiling lighting fixtures and covers.

HALLWAYS/STAIRWAYS/LOBBY AREAS

A. DAILY SERVICE

1. Sweep and wet mop vinyl, tiled, and concrete surface with approved cleaning agent.
2. Wipe clean handrails.
3. Spot clean wall surface to remove accumulated dust, hand prints, kick marks, etc.
4. Clean and sanitize public telephones.
5. Empty and clean trash containers and replace plastic liners.
6. Clean interior and exterior glass on all first floor entrance/exit doors.
7. Wipe all furniture, including armrests and chair legs clean.

B. WEEKLY SERVICE

1. Vacuum and spot clean carpet.

C. QUARTERLY SERVICE

1. Strip, clean, wax, and power buff vinyl and tile floor surfaces. (Verification of work required).
2. Clean ceiling light fixtures and covers.
3. Vacuum clean upholstered furniture, shampoo upholstered furniture.

CONFERENCE AND TRAINING SPACES

A. DAILY SERVICE

1. Vacuum and spot clean carpet with capture dry clean system.
2. Sweep and wet mop vinyl and concrete surface with approved cleaning agent.
3. Spot clean walls, cabinets, equipment, doors and door hardware to remove accumulated dust, handprints, kick marks, etc.
4. Clean tables, desks and workbench tops.

5. Clean vinyl and plastic chair seats and backrests.
6. Clean wall and pedestal mounted writing boards.
7. Empty and clean trash containers and replace plastic liner.

B. MONTHLY SERVICE

1. Polish conference room tabletop.
2. Clean table and chair leg assemblies.
3. Clean interior of windows.
4. Clean window blinds.
5. Vacuum upholstered furniture, shampoo upholstered furniture.
6. Clean ceiling lighting fixtures and covers.
7. Clean dirt and dust from ceiling and wall vents.
8. Strip, clean, wax and power buff vinyl and tile floor surfaces. (Verification of work required).

MAIN SHOP AREA – BUS MAINTENANCE BUILDING

A. DAILY SERVICE

1. Sweep and clean concrete floor surface with approved cleaning product.
2. Wipe clean workbench tops.
3. Empty and clean trash containers, replace plastic liners.
4. Spot clean personnel doors and door hardware.

B. WEEKLY SERVICE

1. Power scrub and clean concrete floor surface.
2. Clean bus hoist lift arm, pits, and all adapters (remove all excess oil, grease, lube, dirt, and trash from pit surface and walls).
3. Clean control mechanism of overhead crane.
4. Clean all hoses and dispensers.

5. Clean all floor mounted equipment and machines up to 8 feet.
6. Clean all wall mounted equipment, power panels and pipes up to 8 feet.
7. Clean all floor drain covers, screens, and cup.
8. Spot clean walls to remove accumulated dust, handprints, grease, oil, kick marks, etc.
9. Clean safety face and body shower stations.
10. Clean all office windows.

C. MONTHLY SERVICE

1. Clean wall mounted lighting fixtures and covers.
2. Clean all hose reels, hoses, and dispensers.
3. Clean all bay door windows inside and out.

SHOP SUPPORT AREAS – BUS MAINTENANCE BUILDING

▪ Parts Issue and Storage	▪ Tool Storage
▪ Facilities Office	▪ Oil/Lubrication/Compressor Room
▪ Utility Service Room	

A. DAILY SERVICE

1. Sweep and wet mop vinyl floor surface with approved cleaning agent.
2. Sweep and spot clean concrete floor surface.
3. Clean counter, table and work bench tops.
4. Empty trash and clean containers and replace plastic liners.

B. WEEKLY SERVICE

1. Power scrub and clean concrete floor surface.
2. Clean bus hoist lift arms, adapters and pits.
3. Clean all floor and wall mounted equipment and machinery (remove all dirt, accumulated grease, oil, lube, etc.) up to 8 feet.
4. Clean all hoses and dispensers including Fuel Management System panel surfaces.
5. Clean power control mechanism of all overhead cranes.

6. Clean all wall mounted service panels, pipes and conduit up to 8 feet high.
7. Clean all floor drain covers, screens and cup.
8. Spot clean walls to remove accumulated dust, handprints, grease, oil, kick marks.
9. Clean safety face and body shower stations.
10. Clean all windows inside and below 8 feet.

C. MONTHLY SERVICE

1. Clean wall mounted lighting fixtures and covers.
2. Clean all bay door windows inside and out.
3. Scrub all mop edges and base coving.
4. Strip clean, wax, and power buff all vinyl floor and tile surfaces. (Verification of work required).

BUS SERVICE BUILDINGS – BUS MAINTENANCE FACILITIES

- Fuel Service
- Bus Wash

A. DAILY SERVICE

1. Remove all trash, cigarette butts, and chewing gum from traffic ways, islands, and walkways.
2. Sweep down traffic ways, islands, and walkways. Power scrub or wet mop all vinyl and concrete floor areas with approved cleaning agent to remove grease, oil, etc.
3. Wipe all dispensers clean.
4. Wipe clean diesel fuel filter equipment and compressor assembly.
5. Wipe all stand-up desks clean.
6. Spot clean interior walls, doors and door hardware.
7. Clean floor drain covers, screens and cup.
8. Empty and clean trash containers and replace plastic liners.
9. Sweep and wet mop bus wash mechanical area floor.

B. WEEKLY SERVICE

1. Sweep and mop brake check pit floors and stairways.
2. Clean walls of brake check pits. Remove grease, oil, etc.
3. Clean all equipment located in brake check pit.
4. Clean floor, walls, and equipment in trash collector room of fuel service buildings.
5. Clean windows of offices.

C. MONTHLY SERVICE

1. Clean all floor and wall mounted equipment, machinery and panel enclosures.

STEAM CLEANER AREA – BUS MAINTENANCE FACILITIES

A. DAILY SERVICE

1. Clean and sweep entire service area to remove trash and oil/lube/dirt accumulation.
2. Steam clean bus hoist arm and pit, including all drains.

B. WEEKLY SERVICE

1. Wipe clean high-pressure steam cleaner and all auxiliary equipment, pipes.
2. Steam clean walls.

BUILDING EXTERIORS – GENERAL

A. DAILY SERVICE

1. Remove and dispose of all trash on walkways, roadway gutters, and in landscaped areas. Pick up trash in parking structure.
2. Clean accumulated dust, dirt, and debris from walls and doors.

B. MONTHLY SERVICE

1. Remove heavy oil stains from wash rack runoff. Removal method should be pressure wash with direct removal by vacuum. **Under no circumstances should any fluids be allowed to enter the storm drain system.**

2. Remove heavy oil stains from parking stalls and yard. Removal method should be pressure wash with direct removal by vacuum. **Under no circumstances should any fluids be allowed to enter the storm drain system.**

C. QUARTERLY

1. Clean the interior and exterior of all windows of each building.

OUTSIDE TRASH ENCLOSURES

A. DAILY SERVICE

1. Clean up trash from ground and around dumpsters.

B. MONTHLY SERVICE

1. Pull dumpsters out of enclosures and sweep interior floors and walls.
2. Pressure-wash the interior and exterior areas of the enclosures. Cleaning method should be pressure wash with direct removal by vacuum. **Under no circumstances should any fluids be allowed to enter the storm drain system.**

FULLERTON PARK-AND-RIDE

Address: 3000 West Orangethorpe Avenue, Fullerton, CA 92833

Land: 11.1 Acres

Occupancy: 7 days per week; 4:30 a.m. – 11:00 p.m.

Profile: The Park-and Ride is comprised of a covered waiting area with thirteen passenger loading docks, benches and six rest rooms located within two buildings.

Restroom services are to be performed two (2) times in a 24-hour period at this location. Cleanings will be done as follows: First between 9:00 a.m. and 11:00 a.m., and second between 6:00 p.m. and 8:00 p.m.

RESTROOMS:

A. DAILY SERVICE

1. Clean and sanitize toilets, urinals, sink fixtures and hardware with approved cleaner.
2. Clean mirrors, shelves, benches and sink counters with a non-abrasive cleaner.
3. Sweep and wet mop floor with approved cleaning agent.
4. Replenish toilet tissue, paper hand towels, bar hand soap, waterless hand cleaner, urinal screen deodorant and sanitary napkins.
5. Empty and clean trash containers and replace plastic liners.

B. WEEKLY SERVICE

1. Clean dirt and lint from ceiling and wall vents.
2. Spot clean walls, partitions, doors and door hardware with approved cleaner.
3. Clean tops of lockers, partitions, doors and mirror frames.

C. MONTHLY SERVICE

1. Replace empty wall mounted deodorant spray cans.
2. Clean all ceramic tile surfaces with approved cleaner.
3. Clean ceiling light fixtures and covers.

PASSENGER AREAS:

A. DAILY SERVICE

1. Sweep and damp mop all passenger waiting areas and walkways.
2. Wipe clean and remove all graffiti from all passenger seats and benches.
3. Wipe clean walls, doors, and door hardware, removing graffiti when present.
4. Remove trash, cigarette butts, and chewing gum from roadways, gutters and landscape areas.
5. Clean and sanitize all public telephones.
6. Empty and clean all trash receptacles and replace plastic liners.
7. Pick up and remove trash, cigarette butts, and chewing gum from ground and around dumpsters and in landscape areas.

B. WEEKLY SERVICE

1. Clean display cases inside and out.
2. Power scrub and wet mop all passenger islands and walkways to remove grease, spilled material and chewing gum.
3. Clean all wall surfaces, removing graffiti, accumulated dust, hand and fingerprints, kick marks, etc.

C. MONTHLY SERVICE

1. Pull dumpsters out of enclosure. Cleaning method should be pressure wash with direct removal by vacuum
2. Remove heavy oil stains from parking stalls and yard. Removal method should be pressure wash with direct removal by vacuum. **Under no circumstances should any fluids be allowed to enter the storm drain system.**

FULLERTON TRANSPORTATION CENTER

Address: 123 South Pomona, Fullerton, CA 92833

Occupancy: 7 days per week, 4:30 a.m. – 11:00 p.m.

Profile: The center is comprised of two covered passenger waiting areas, benches, and bus information. There are no restrooms at the center.

Services are to be performed only one (1) time in a 24-hour period at this location.

PASSENGER AREAS:

A. DAILY SERVICE

1. Sweep all passenger waiting areas and walkways.
2. Wipe clean and remove all graffiti from all signage, walls and seating.
3. Remove trash, cigarette butts, and chewing gum from walkways, roadways, gutters, and in landscape areas.
4. Clean and sanitize all public telephones.
5. Empty and clean all trash receptacles and replace plastic liners. **Trash disposal is not available on site and must be removed by Contractor and disposed of in a legal disposal site. Trash may be disposed of at any Authority site with trash removal service.**

B. WEEKLY SERVICE

1. Clean all vertical surfaces up to 8 feet, removing graffiti, accumulated dust, hand and fingerprints, kick marks, etc.
2. Pressure wash passenger areas **two (2) times weekly: Monday and Thursday.** Water removal method should be by vacuum. **Under no circumstances should any fluids be allowed to enter the storm drain system.**

NEWPORT BEACH TRANSPORTATION CENTER

Address: 1550 Avocado, Newport Beach, CA 92660

Land: 2.8 Acres

Occupancy: 7 days per week, 4:30 a.m. – 11:00 p.m.

Profile: This site is comprised of five covered passenger-waiting areas, three restrooms, benches, bus information and parking for 75 automobiles.

Restroom services are to be performed three (3) times in a 24-hour period at this location. No less than three (3) hours between services. Cleanings shall be done as follows: First between 8:00 a.m. and 10:00 a.m., second between 1:00 p.m. and 3:00 p.m. and third between 6:00 p.m. and 8:00 p.m.

RESTROOMS:

A. DAILY SERVICE

1. Clean and sanitize toilet, urinal, sink fixtures and hardware with approved cleaner.
2. Clean mirrors, shelves, benches and sink counters with a non-abrasive cleaner.
3. Sweep and wet mop floor with approved cleaning agent.
4. Replenish toilet tissue, paper hand towels, bar hand soap, waterless hand cleaner, urinal screen deodorant and sanitary napkins as necessary.
5. Empty and clean trash containers and replace plastic liners. **Trash disposal is not available on site and must be removed by Contractor and disposed of in a legal disposal site. Trash may be disposed of at any Authority site with trash removal service.**
6. Clean and sanitize hardware and floor grates with approved cleaner.

B. WEEKLY SERVICE

1. Clean dirt and lint from ceiling and wall vents.
2. Spot clean walls, partitions, doors and door hardware with approved cleaner.
3. Clean tops of partitions, doors, and mirror frames.

C. MONTHLY SERVICE

1. Replace empty wall mounted deodorant spray cans.

2. Clean all ceramic tile surfaces with approved cleaner.
3. Clean ceiling light fixtures and covers.

PASSENGER AREAS:

A. DAILY SERVICE

1. Sweep and damp mop all passenger waiting areas and walkways.
2. Wipe clean and remove all graffiti from all signage, walls and seating.
3. Wipe clean walls, doors, and door hardware, removing graffiti when present.
4. Remove trash, cigarette butts, and chewing gum from walkways, roadways, gutters, and landscape areas.
5. Clean and sanitize all public telephones.
6. Empty and clean all trash receptacles and replace plastic liners. **Trash disposal is not available on site and must be removed by Contractor and disposed of in a legal disposal site. Trash may be disposed of at any Authority site with trash removal service.**

B. WEEKLY SERVICE

1. Clean display cases inside and out.
2. Power scrub and wet mop all passenger islands and walkways to remove grease, spilled material and chewing gum.
3. Clean all wall surfaces, removing graffiti, accumulated dust, hand and fingerprints, kick marks, etc.

C. PRESSURE WASHING SERVICE

1. Pressure wash passenger areas four times each week on Sunday, Tuesday, Thursday and Friday. Water removal method should be by vacuum. **Under no circumstances should any fluids be allowed to enter the storm drain system.**

GOLDEN WEST TRANSPORTATION CENTER

Addresses: 7301 Center Avenue, Huntington Beach, CA 92647
7401 Center Avenue, Huntington Beach, CA 92647

Combined Land: 4.5 Acres

Occupancy: 7 days per week, 4:30 a.m. – 11:00 p.m.

Profile: This center consists of six glass-enclosed passenger waiting areas with seating, three restrooms and two parking lots with parking for 332 automobiles.

Restroom services are to be performed two (2) times in a 24-hour period at these locations. Cleanings will be done as follows: First between 9:00 a.m. and 11:00 a.m. and second between 6:00 p.m. and 8:00 p.m.

RESTROOMS:

A. DAILY SERVICE

1. Clean and sanitize toilets, urinals, sink fixtures and hardware with approved cleaner.
2. Clean mirrors, shelves, benches, and sink counters with a non-abrasive cleaner.
3. Sweep and wet mop floor with approved cleaning agent.
4. Replenish toilet tissue, paper hand towels, bar hand soap, waterless hand cleaner, urinal screen deodorant, and sanitary napkins.
5. Empty and clean trash containers and replace plastic liners.
6. Clean and sanitize hardware and floor grates with approved cleaner.

B. WEEKLY SERVICE

1. Clean dirt and lint from ceiling and wall vents.
2. Spot clean walls, partitions, doors and door hardware with approved cleaner.
3. Clean tops of partitions, doors, and mirror frames.

C. MONTHLY SERVICE

1. Replace empty wall mounted deodorant spray cans.
2. Clean all ceramic tile surfaces with approved cleaner.

3. Clean ceiling light fixtures and covers.

PASSENGER AREAS:

A. DAILY SERVICE

1. Sweep and damp mop all passenger waiting areas and walkways.
2. Wipe clean and remove all graffiti from all signage, walls and seating.
3. Wipe clean walls, doors, and door hardware, removing graffiti when present.
4. Remove trash, cigarette butts and chewing gum from walkways, roadways, gutters, and landscape areas.
5. Clean and sanitize all public telephones.
6. Empty and clean all trash receptacles and replace plastic liners. **Trash disposal is not available on site and must be removed by Contractor and disposed of in a legal disposal site. Trash may be disposed of at any Authority site with trash removal service.**

B. WEEKLY SERVICE

1. Clean display cases inside and out.
2. Power scrub and wet mop all passenger islands and walkways to remove grease, spilled material and chewing gum.
3. Clean all wall surfaces, removing graffiti, accumulated dust, hand and fingerprints, kick marks, etc.
4. Clean the interior and exterior of all glass.

C. MONTHLY SERVICE

1. Pressure wash passenger areas. Water removal method should be by vacuum. **Under no circumstances should any fluids be allowed to enter the storm drain system.**

LAGUNA HILLS TRANSPORTATION CENTER

Address: 24282 Calle de los Caballeros, Laguna Hills, CA 92653

Land: 2.3 Acres

Occupancy: 7 days per week, 4:30 a.m. – 11:00 p.m.

Profile: The Laguna Hills Transportation Center is comprised of 7-covered bus berths and passenger waiting areas, 3 restrooms, benches, bus information and approximately 100 parking spaces.

Restroom services are to be performed two (2) times in a 24-hour period at this location. Cleanings will be done as follows: First between 9:00 a.m. and 11:00 a.m. and second between 6:00 p.m. and 8:00 p.m.

RESTROOMS:

A. DAILY SERVICE

1. Clean and sanitize toilets, urinals, sink fixtures and hardware with approved cleaner.
2. Clean mirrors, shelves, benches, and sink counters with a non-abrasive cleaner.
3. Sweep and wet mop floor with approved cleaning agent.
4. Replenish toilet tissue, paper hand towels, bar hand soap, waterless hand cleaner, urinal screen deodorant and sanitary napkins.
5. Empty and clean trash containers and replace plastic liners. **Trash disposal is not available on site and must be removed by Contractor and disposed of in a legal disposal site. Trash may be disposed of at any Authority site with trash removal service.**
6. Clean and sanitize hardware and floor grates with approved cleaner.

B. WEEKLY SERVICE

1. Clean dirt and lint from ceiling and wall vents.
2. Spot clean walls, partitions, doors, and door hardware with approved cleaner.
3. Clean tops of partitions, doors, and mirror frames.

C. MONTHLY SERVICE

1. Replace empty wall mounted deodorant spray cans.

2. Clean all ceramic tile surfaces with approved cleaner.
3. Clean ceiling light fixtures and covers.

PASSENGER AREAS:

A. DAILY SERVICE

1. Sweep and damp mop all passenger waiting areas and walkways.
2. Wipe clean and remove all graffiti from all signage, walls and seating.
3. Wipe clean walls, doors, door hardware, removing graffiti when present.
4. Remove trash, cigarette butts, and chewing gum from roadways, gutters, and landscape areas.
5. Clean and sanitize all public telephones.
6. Empty and clean all trash receptacles and replace plastic liners. **Trash disposal is not available on site and must be removed by Contractor and disposed of in a legal disposal site. Trash may be disposed of at any Authority site with trash removal service.**

B. WEEKLY SERVICE

1. Clean display cases inside and out.
2. Power scrub and wet mop all passenger islands and walkways to remove grease, spilled material and chewing gum.
3. Clean all wall surfaces, removing graffiti, accumulated dust, hand and fingerprints, kick marks, etc.
4. Clean the interior and exterior of all glass.

C. MONTHLY SERVICE

1. Pressure wash passenger areas. Water removal method should be by vacuum. **Under no circumstances should any fluids be allowed to enter the storm drain system.**

LAGUNA BEACH TRANSPORTATION CENTER

Address: 375 Broadway, Laguna Beach, CA 92651

Land: .44 Acres

Profile: The site is comprised of shelters, benches, bicycle racks. The restrooms located at the center are maintained by the City of Laguna Beach.

Services are to be performed only one (1) time in a 24-hour period at this location.

PASSENGER AREAS:

A. DAILY SERVICE

1. Sweep and damp mop all passenger waiting areas and walkways.
2. Wipe clean and remove all graffiti from all signage, walls and seating.
3. Wipe clean walls, doors, and door hardware, removing graffiti when present.
4. Remove trash, cigarette butts, and chewing gum from roadways, gutters and landscape areas.
5. Clean and sanitize all public telephones.
6. Empty and clean all trash receptacles and replace plastic liners. **Trash disposal is not available on site and must be removed by Contractor and disposed of in a legal disposal site. Trash may be disposed of at any Authority site with trash removal service.**
7. Remove trash, cigarette butts, and chewing gum from roadways, gutters, and landscape areas.

B. WEEKLY SERVICE

1. Clean display cases inside and out.
2. Power scrub and wet mop all passenger islands and walkways to remove grease, spilled material and chewing gum.
3. Clean all wall surfaces, removing graffiti, accumulated dust, hand and fingerprints, kick marks, etc.
4. Clean the interior and exterior of all glass.

C. MONTHLY SERVICE

1. Pressure wash passenger areas. Water removal method should be by vacuum.
Under no circumstances should any fluids be allowed to enter the storm drain system.

DRAFT

TUSTIN METROLINK STATION

Address: 2975 Edinger Avenue, Tustin, CA 92780

Land: One restroom

Occupancy: 7 days per week, 4:30 a.m. – 11:00 p.m.

Profile: The Tustin Metrolink Station is comprised of one restroom located on the first floor of the parking structure.

Restroom services are to be performed two (2) times in a 24-hour period at this location. Cleanings will be done as follows: First between 9:00 a.m. and 11:00 a.m., and second between 6:00 p.m. and 8:00 p.m.

RESTROOMS:

A. DAILY SERVICE

1. Clean and sanitize toilet, urinal, sink fixtures and hardware with approved cleaner.
2. Clean mirrors, shelves, benches and sink counters with a non-abrasive cleaner.
3. Sweep and wet mop floor with approved cleaning agent.
4. Replenish toilet tissue, paper hand towels, bar hand soap, waterless hand cleaner, urinal screen deodorant and sanitary napkins.
5. Empty and clean trash containers and replace plastic liners.
6. Clean and sanitize hardware and floor grates with approved cleaner.

B. WEEKLY SERVICE

1. Clean dirt and lint from ceiling and wall vents.
2. Spot clean walls, partitions, doors, and door hardware with approved cleaner.
3. Clean tops of partitions, doors and mirror frames.

C. MONTHLY SERVICE

1. Replace empty wall mounted deodorant spray cans.
2. Clean all ceramic tile surfaces with approved cleaner.
3. Clean ceiling light fixtures and covers.

DRAFT

PRODUCTS APPROVED FOR USE AND INTENDED APPLICATION

	Vinyl Floor Tile	Maintenance Shop Floor	Parking Lot	Metal Chairs	Plastic Chairs	Fabric Chairs	Interior Windows	Exterior Windows	Window Blinds	Desk Tops	Wooden Furniture	Toilets & Urinals	Tile – Walls & Floors	Ceramic Tile	Painted Doors	Lighting Fixtures	Carpet
NABC - Disinfectant, Cleaner and Deodorizer #1 Spartan Chemical Company				X	X							X	X				
Multi Surface Cleaner #4 Spartan Chemical Company	X			X	X	X			X	X	X		X	X	X	X	
Super Concentrated Glass and Hard Surface Cleaner #3 Spartan Chemical Company	X	X					X	X					X	X			
Consume Nature's Way Spartan Chemical Company	X	X	X	X	X							X	X	X	X	X	X
Consume Bio Bowl Spartan Chemical Company												X					
SC-200 Spartan Chemical Company		X	X	X													
Troubleshooter 3M	X												X	X			
Lemon Furniture Polish Betco											X						

Square Footages and Percentages of Types of Flooring

SANTA ANA - BASE

Building space square footage (all buildings): 139,110 square feet
Percent of carpeted areas: 3
Percent of tiled areas: 10
Percent of concrete: 87

IRVINE BASE II - CONSTRUCTION CIRCLE

Building space square footage (all buildings): 37,050 square feet
Percent of carpeted areas: 15
Percent of tiled areas: 20
Percent of concrete: 65

IRVINE BASE I - SAND CANYON

Building space square footage (all buildings): 65,300 square feet
Percent of carpeted areas: 3
Percent of tiled areas: 15
Percent of concrete: 82

ANAHEIM BASE

Building space square footage (all buildings): 70,200 square feet
Percent of carpeted areas: 13
Percent of tiled areas: 12
Percent of concrete: 75

GARDEN GROVE BASE

Building space square footage (all buildings): 70,450 square feet
Percent of carpeted areas: 10
Percent of tiled areas: 20
Percent of concrete: 70

GARDEN GROVE ANNEX

Building space square footage (all buildings): 20,000 square feet
Percent of carpeted areas: 40
Percent of tiled areas: 50
Percent of concrete: 10

Bus Base Parking Stalls, Bays and Fueling Lanes

Facility Name	Quantity		
	Bus Parking Stalls	Maintenance Bays	Fueling Lane
Anaheim Bus Base	200 – 40' buses	16	3 lanes
Garden Grove Bus Base	234 – 40' buses + 22 – 60' buses	16	3 lanes
Santa Ana Bus Base	250 – 40' buses + 35 – 60' buses	40' bus 14 + 60' bus 4	4 lanes
Irvine Bus Base Sand Canyon	220 – 40' buses	9	3 lanes
Irvine Bus Base Construction Circle	275 buses 282 cars	16	3 lanes

Restrooms by Location

Location	Number of Restrooms
Santa Ana Base Maintenance	8
Santa Ana Base Operations	4
Garden Grove Base Operations	4
Garden Grove Base Annex	6
Garden Grove Base Maintenance	5
Anaheim Base Operations	4
Anaheim Base Maintenance	4
Irvine I - Maintenance (Sand Canyon)	8
Irvine II – Maintenance Operations (Construction Circle)	6
Fullerton Park-and-Ride	6
Newport Beach Transportation Center	3
Golden West Transportation Center	3
Laguna Hills Transportation Center	3
Tustin Metrolink Station	1

EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET

Enter below Firm-fixed monthly rates and hourly rates for each location as described in the Scope of Work to include services, supplies and all direct and indirect expenses and profit, as well as New Minimum Wage Phase-in Requirement 2017-2023, SB 3 (Leno, Chapter 4, Statutes of 2016). The Authority's intention is to award a firm-fixed price contract. All prices quoted below shall be firm throughout the initial and optional term of the Agreement.

Location	INITIAL TERM			OPTION TERM	
	11/01/17 - 10/31/18	11/01/18 - 10/31/19	11/01/19 - 10/31/20	11/01/20 - 10/31/21	11/01/21 - 10/31/22
Santa Ana Maintenance and Bus Operation	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Garden Grove Maintenance and Bus Operation	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Garden Grove Annex	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Garden Grove Marketing/Warehouse/OCTAP	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Anaheim Maintenance and Bus Operation	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Irvine I - Maintenance and Bus Operation	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Irvine II - Maintenance and Bus Operation	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Fullerton Park-and-Ride	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Fullerton Transportation Center	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Newport Beach Transportation Center	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Golden West Transportation Center	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Laguna Hills Transportation Center	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Laguna Beach Transportation Center	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Tustin Metrolink Station	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Grand Total Monthly Amount	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Additional Services (As Requested) Fully Burdened Rate	INITIAL TERM			OPTION TERM	
	11/01/17 - 10/31/18	11/01/18 - 10/31/19	11/01/19 - 10/31/20	11/01/20 - 10/31/21	11/01/21 - 10/31/22
Labor: Monday - Friday 7:00 a.m. - 5:00 p.m.	\$ _____/hour	\$ _____/hour	\$ _____/hour	\$ _____/hour	\$ _____/hour
Labor: All Other Hours, Weekends or Holidays	\$ _____/hour	\$ _____/hour	\$ _____/hour	\$ _____/hour	\$ _____/hour

-
1. I acknowledge receipt of RFP 7-1723 and Addenda No.(s) _____
2. This offer shall remain firm for _____ days from the date of proposal
(Minimum 120)

COMPANY NAME

ADDRESS

TELEPHONE

FACSIMILE #

EMAIL ADDRESS

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR

DATE SIGNED

EXHIBIT C: PROPOSED AGREEMENT

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PROPOSED AGREEMENT NO. C-7-1723

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THIS AGREEMENT is effective as of this ____ day of _____, 2017, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, CA 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 janitorial services at all AUTHORITY-owned maintenance, operations buildings, transportation centers and park-and-ride facilities; 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;

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 the agreement between AUTHORITY and CONTRACTOR and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.

B. AUTHORITY's failure to insist in any one or more instances upon CONTRACTOR's

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

ARTICLE 2. AUTHORITY DESIGNEE

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

ARTICLE 3. SCOPE OF WORK

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

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

<u>Names</u>	<u>Functions</u>

C. No person named in paragraph B of this Article, or his/her successor approved by AUTHORITY, shall be removed or replaced by CONTRACTOR, nor shall his/her agreed-upon function or level of commitment hereunder be changed, without the prior written consent of AUTHORITY.

D. Should the services of any key person become no longer available to CONTRACTOR, the resume and qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key person, unless CONTRACTOR is not provided with prior notice by the departing employee. AUTHORITY shall respond to CONTRACTOR within seven (7) calendar days following

receipt of these qualifications concerning acceptance of the candidate for replacement.

ARTICLE 4. TERM OF AGREEMENT

A. This Agreement shall commence on November 1, 2017, and shall continue in full force and effect through October 31, 2020, unless earlier terminated or extended as provided in this Agreement.

B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement for an additional two (2) years, commencing November 1, 2020 and continuing through October 31, 2022, and thereupon require CONTRACTOR to continue to provide services, and otherwise perform, in addition with Exhibit A and at the rates set forth in Article 5, "Payment".

C. AUTHORITY's election to extend this Agreement beyond the initial term shall not diminish its right to terminate this Agreement. The "maximum term" of this Agreement shall be the period extending from November 1, 2017 through October 31, 2022, which period encompasses the initial term and option term.

ARTICLE 5. PAYMENT

A. For CONTRACTOR's full and complete performance of its obligations under this Agreement, and subject to the maximum cumulative payment obligation provisions set forth in Article 7, AUTHORITY shall pay CONTRACTOR on a firm-fixed price basis per the Exhibit B, entitled "Price Summary Sheet," attached to and, by this reference, incorporated in and made a part of this Agreement. These prices shall remain fixed for the term of this Agreement and are acknowledged to include CONTRACTOR's direct costs, indirect costs, and profit.

B. CONTRACTOR shall invoice AUTHORITY on a monthly basis for payments corresponding to the work actually completed by CONTRACTOR. CONTRACTOR shall also furnish such other information as may be requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to make full payment for any services until such time as CONTRACTOR has documented to AUTHORITY's satisfaction, that CONTRACTOR has fully completed all services required. AUTHORITY's payment in full for any services completed shall constitute AUTHORITY's final acceptance of CONTRACTOR's work.

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

1. Agreement No. C-7-1723;
2. Specify the date, location and work performed for which payment is being requested;
3. The time period covered by the invoice;
4. Total monthly invoice (including project-to-date cumulative invoice amount);
5. Certification signed by the CONTRACTOR or his/her designated alternate that a) The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup information included with the invoice is true, complete and correct in all material respects; c) All payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The invoice does not include any amount which CONTRACTOR intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice.
6. Any other information as agreed or requested by AUTHORITY to substantiate the validity of an invoice.

ARTICLE 6. PROMPT PAYMENT CLAUSE

A. CONTRACTOR agrees to pay each subcontractor for the satisfactory work performed under this Agreement, no later than seven (7) calendar days from the receipt of each payment CONTRACTOR receives from AUTHORITY. CONTRACTOR agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. AUTHORITY reserves the right to request the appropriate documentation from CONTRACTOR showing payment has been made to the subcontractors. Any delay or postponement of payment from the above referenced time frames may occur only for good cause following written approval by AUTHORITY.

B. Failure to comply with this provision or delay in payment without prior written approval from AUTHORITY will constitute noncompliance, which may result in appropriate administrative sanctions, including, but not limited to a penalty of two percent (2%) of the invoice amount due per month for every month that payment is not made.

C. These prompt payment provisions must be incorporated in all subcontract agreements issued by CONTRACTOR under this Agreement.

ARTICLE 7. MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CONTRACTOR mutually agree that AUTHORITY's maximum cumulative payment obligation (including obligation for CONTRACTOR's profit) shall be _____ Dollars (\$0.00) which shall include all amounts payable to CONTRACTOR for its subcontracts, leases, materials and costs arising from, or due to termination of, this Agreement.

ARTICLE 8. NOTICES

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

To CONTRACTOR:

To AUTHORITY:

Orange County Transportation Authority
550 South Main Street
P.O. Box 14184
Orange, California 92863-1584

ATTENTION:

ATTENTION: Sue Ding

Senior Contract Administrator

Phone:

Phone: (714) 560 – 5631

Email:

Email: sdging@octa.net

ARTICLE 9. INDEPENDENT CONTRACTOR

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

ARTICLE 10. INSURANCE

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

1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, and Personal Injury, and Property Damage with a minimum limit of \$1,000,000.00 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 a waiver of subrogation in favor of AUTHORITY, its officers, directors, employees and 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 AUTHORITY. Furthermore,

1 AUTHORITY reserves the right to request certified copies of all related insurance policies.

2 C. CONTRACTOR shall include on the face of the Certificate of Insurance the Agreement
3 Number C-7-1723; and, the Contract Administrator's Name, Sue Ding.

4 D. CONTRACTOR shall also include in each subcontract the stipulation that subcontractors shall
5 maintain insurance coverage in the amounts required from CONTRACTOR as provided in this
6 Agreement.

7 **ARTICLE 11. ORDER OF PRECEDENCE**

8 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:
9 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 7-1723, (3)
10 CONTRACTOR's proposal dated _____; and (4) all other documents, if any, cited herein or
11 incorporated by reference.

12 **ARTICLE 12. 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 furnished
15 to AUTHORITY by CONTRACTOR as described in the Scope of Work. If any such work suspension or
16 change causes an increase or decrease in the price of this Agreement or in the time required for its
17 performance, CONTRACTOR shall promptly notify AUTHORITY thereof and assert its claim for
18 adjustment within ten (10) calendar days after the change or work suspension is ordered, and an
19 equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONTRACTOR
20 from proceeding immediately with the agreement as changed.

21 **ARTICLE 13. DISPUTES**

22 A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact
23 arising under this Agreement which is not disposed of by supplemental agreement shall be decided by
24 AUTHORITY's Director, Contracts Administration and Materials Management (CAMM), who shall reduce
25 the decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of
26 the Director, CAMM, shall be final and conclusive.

B. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Agreement and in accordance with the decision of AUTHORITY's Director, CAMM. This Disputes clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any AUTHORITY official or representative on a question of law, which questions shall be settled in accordance with the laws of the State of California.

ARTICLE 14. TERMINATION

A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or part, by giving CONTRACTOR written notice thereof. Upon termination, AUTHORITY shall pay CONTRACTOR its allowable costs incurred to date of that portion terminated. Said termination shall be construed in accordance with the provisions of CFR Title 48, Chapter 1, Part 49, of the Federal Acquisition Regulation (FAR) and specific subparts and other provisions thereof applicable to termination for convenience. If AUTHORITY sees fit to terminate this Agreement for convenience, said notice shall be given to CONTRACTOR in accordance with the provisions of the FAR referenced above and ARTICLE 8, herein. Upon receipt of said notification, CONTRACTOR agrees to comply with all applicable provisions of the FAR pertaining to termination for convenience.

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

ARTICLE 15. INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY, its officers, directors, employees and agents from and against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by CONTRACTOR, its officers, directors, employees, agents, subcontractors or suppliers in connection with or arising out of the performance of this Agreement.

ARTICLE 16. ASSIGNMENTS AND SUBCONTRACTS

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

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

<u>Subcontractor Name/Addresses</u>	<u>Subcontractor Amounts</u>
	\$.00

ARTICLE 17. ACCESS TO RECORDS AND REPORTS

CONTRACTOR shall provide AUTHORITY, the U.S. Department of Transportation (DOT), the Comptroller General of the United States, or other agents of AUTHORITY, such access to CONTRACTOR's accounting books, records, payroll documents and facilities of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of examining, auditing and inspecting all

accounting books, records, work data, documents and activities related hereto. CONTRACTOR shall maintain such books, records; data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CONTRACTOR's performance hereunder and for a period of four (4) years from the date of final payment by AUTHORITY. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors identified in ARTICLE 16 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 18. CONFLICT OF INTEREST

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. 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.

ARTICLE 19. 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 20. PROHIBITION ON PROVIDING ADVOCACY SERVICES

CONTRACTOR and all subcontractors performing work under this Agreement, shall be prohibited from concurrently representing or lobbying for any other party competing for a contract with

AUTHORITY, either as a prime contractor or subcontractor. Failure to refrain from such representation may result in termination of this Agreement.

ARTICLE 21. 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 22. 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 23. CIVIL RIGHTS ASSURANCE

During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest agree as follows:

A. Compliance with Regulations: CONTRACTOR shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section

21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the AUTHORITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information the CONTRACTOR shall so certify to the AUTHORITY as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the CONTRACTOR's noncompliance with nondiscrimination provisions of this Agreement, the AUTHORITY shall impose Agreement sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the CONTRACTOR under the Agreement until the CONTRACTOR complies; and/or

2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Title VI of the Civil Rights Act: In determining the types of property or services to acquire, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance in violation of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sections 2000d et seq. and DOT regulations, "Nondiscrimination in Federally

Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21. In addition, FTA Circular 4702.1, “Title VI and Title VI-Dependent Guidelines for FTA Recipients,” 05-13-07, provides FTA guidance and instructions for implementing DOT’s Title VI regulations.

G. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of transportation.

H. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (A) through (H) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the AUTHORITY may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the AUTHORITY to enter into such litigation to protect the interests of the AUTHORITY, and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 24. RACE-NEUTRAL DBE CONTRACT PROVISIONS FOR DOT-ASSISTED CONTRACTS

If the CONTRACTOR committed to utilize DBE(s) in the performance of this DOT-assisted contract, the CONTRACTOR further agrees to ensure that DBE subcontractors listed on the “Race-Neutral DBE Participation Commitment Form,” Exhibit F-1, perform work and/or supply materials in accordance with original commitments, unless otherwise directed and/or approved by the AUTHORITY prior to the CONTRACTOR effectuating any changes to its race-neutral DBE participation commitment(s). CONTRACTOR shall comply with all the requirements set forth in Attachment A titled, “DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT PROVISIONS FOR FTA-

ASSISTED CONTRACTS" attached to and, by this reference, incorporated in and made a part of this Agreement.

ARTICLE 25. PROHIBITED INTERESTS

A. 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.

B. No member of or delegate to the Congress of the United States shall have any interest, direct or indirect, in this Agreement or to the benefits thereof.

ARTICLE 26. OWNERSHIP OF REPORTS AND DOCUMENTS

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

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

C. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be released by CONTRACTOR to any other person or agency except after prior written approval by

AUTHORITY, except as necessary for the performance of services under this Agreement. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be handled only by AUTHORITY unless otherwise agreed to by CONTRACTOR and AUTHORITY.

ARTICLE 27. PATENT AND COPYRIGHT INFRINGEMENT

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

B. CONTRACTOR shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. CONTRACTOR shall not be obligated to indemnify AUTHORITY under any settlement made without CONTRACTOR's consent or in the event AUTHORITY fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at CONTRACTOR's expense. If the use or sale of said item is enjoined as a result of such suit or claim, CONTRACTOR, 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 and copyright indemnity thereto.

ARTICLE 28. FINISHED AND PRELIMINARY DATA

A. All of CONTRACTOR's finished technical data, including but not limited to illustrations,

1 photographs, tapes, software, software design documents, including without limitation source code,
2 binary code, all media, technical documentation and user documentation, photo prints and other graphic
3 information required to be furnished under this Agreement, shall be AUTHORITY's property upon
4 payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary restriction
5 except as elsewhere authorized in this Agreement. CONTRACTOR further agrees that it shall have no
6 interest or claim to such finished, AUTHORITY-owned, technical data; furthermore, said data is subject
7 to the provisions of the Freedom of Information Act, 5 USC 552.

8 B. It is expressly understood that any title to preliminary technical data is not passed to
9 AUTHORITY but is retained by CONTRACTOR. Preliminary data includes roughs, visualizations,
10 software design documents, layouts and comprehensives prepared by CONTRACTOR solely for the
11 purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given
12 for preparation of finished artwork. Preliminary data title and right thereto shall be made available to
13 AUTHORITY if CONTRACTOR causes AUTHORITY to exercise ARTICLE 12, and a price shall be
14 negotiated for all preliminary data.

15 **ARTICLE 29. COVENANT AGAINST CONTINGENT FEES**

16 CONTRACTOR warrants that he/she has not employed or retained any company or person,
17 other than a bona fide employee working for the contractor; to solicit or secure this Agreement; and that
18 he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee,
19 commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from
20 the award, or formation of this Agreement. For breach or violation of this warranty, the AUTHORITY shall
21 have the right to annul this Agreement without liability, or at its discretion; to deduct from the Agreement
22 price or consideration, or otherwise recover the full amount of such fee, commission, percentage,
23 brokerage fee, gift, or contingent fee.

24 **ARTICLE 30. LOBBYING**

25 CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the certification
26 required by 49 CFR part 20, "New Restrictions on Lobbying". Each tier certifies to the above that it will

not or has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

ARTICLE 31. PRIVACY ACT

CONTRACTOR shall comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. Among other things, CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

ARTICLE 32. INCORPORATION OF FTA TERMS

All contractual provisions required by Department of Transportation (DOT), whether or not expressly set forth in this document, as set forth in Federal Transit Administration (FTA) Circular 4220.1F, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any requests, which would cause AUTHORITY to be in violation of the FTA terms and conditions.

ARTICLE 33. FEDERAL CHANGES

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement between the AUTHORITY and FTA , as they may be amended or promulgated from time to time during this

Agreement. CONTRACTOR's failure to comply shall constitute a material breach of contract.

ARTICLE 34. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

AUTHORITY and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the AUTHORITY, CONTRACTOR, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the underlying Agreement. CONTRACTOR agrees to include these requirements in all of its subcontracts.

ARTICLE 35. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

A. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Accordingly, by signing this Agreement, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement of the FTA assisted project for which this Agreement's work is being performed. CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

B. CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an agreement connected with a project that is financed in whole or part with Federal assistance awarded by FTA under the authority of 49 U.S.C. §5307 et seq., the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n) (1) et seq. on the CONTRACTOR, to the extent the Federal Government deems appropriate. CONTRACTOR agrees to include this requirement in all of

its subcontracts.

ARTICLE 36. RECYCLED PRODUCTS

CONTRACTOR shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in subpart B of 40 CFR Part 247. CONTRACTOR agrees to include this requirement in all of its subcontracts.

ARTICLE 37. ENERGY CONSERVATION REQUIREMENTS

CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy Conservation Act.

ARTICLE 38. CLEAN AIR

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. CONTRACTOR shall report each violation to AUTHORITY, who will in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office. CONTRACTOR agrees to include this requirement in all of its subcontracts.

ARTICLE 39. CLEAN WATER REQUIREMENTS

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR shall report each violation to AUTHORITY and understands and agrees that the AUTHORITY who will in turn, report each violation as required to assure notification to FTA and appropriate EPA Regional Office. CONTRACTOR agrees to include this requirement in all of its subcontracts.

ARTICLE 40. FLY AMERICA REQUIREMENT

CONTRACTOR agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that

recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for the U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. CONTRACTOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

ARTICLE 41. DEBARMENT AND SUSPENSION

CONTRACTOR shall not do business with a subcontractor or other participant who is debarred, suspended or otherwise disqualified. CONTRACTOR shall comply with 2 CFR Part 180, as adopted and supplemented by 2 CFR Part 1200. CONTRACTOR shall include these requirements in any lower tier covered transaction it enters into.

ARTICLE 42. 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 43. HEALTH AND SAFETY SPECIFICATIONS

CONTRACTOR shall comply with all requirements set forth in Exhibit H, Level 2 Health, Safety and Environmental Specifications.

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This Agreement shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-7-1723 to be executed on the date first above written.

CONTRACTOR

ORANGE COUNTY TRANSPORTATION AUTHORITY

By _____

By _____

Darrell Johnson
Chief Executive Officer

APPROVED AS TO FORM:

By _____

James M. Donich
General Counsel

APPROVED:

BY _____

Beth McCormick
General Manager, Transit

DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT PROVISIONS FOR FTA-ASSISTED CONTRACTS

I. DBE Participation

It is the Contractor's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26 and the Orange County Transportation Authority's (Authority's) DBE program developed pursuant to these regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55 that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- D. Contractor must not claim DBE participation as attained until the amount to be claimed is paid and fully adheres to DBE crediting provisions.

If the Contractor has committed to utilize DBE(s) in the performance of this DOT-assisted contract, the Contractor's submitted "DBE Race-Neutral Participation Commitment Form" will be utilized to monitor Contractor's DBE commitments, unless otherwise directed and/or approved by the Authority prior to the Contractor effectuating any changes to its DBE participation commitment(s) (*Refer to Subsection H: "Performance of DBE Subcontractors"*).

Contractor must complete and submit all required DBE documentation to effectively capture all DBE utilization on the Authority's DOT-assisted contracts whether achieved race neutrally or race consciously. Even if a Contractor has not committed to utilize DBE(s) in the performance of this contract, the Contractor must execute and submit all required DBE forms and other related documentation as specified under this contract or as otherwise requested by the Authority. No changes to the Contractor's DBE Commitment must be made until proper protocols for review and approval of the Authority are rendered in writing.

To ensure full compliance with the requirements of 49 CFR, Part 26 and the Authority's DBE Program, the Contractor must:

- A. Take appropriate actions to ensure that it will continue to meet the DBE Commitment at the minimal level committed to at award or will satisfy the good faith efforts to meet the DBE Commitment, when change orders or other contract modifications alter the dollar amount of the contract or the distribution of work. The Contractor must apply and report its DBE commitments against the total Contract Value, including any contract change orders and/or amendments.

II. DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), the Authority has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs".

The project is subject to these stipulated regulations and the Authority's DBE program. In order to ensure that the Authority achieves its overall DBE Program goals and objectives, the Authority encourages the participation of DBEs as defined in 49 CFR, Part 26 in the performance of contracts financed in whole or in part with U.S. DOT funds. Pursuant to the intent of these Regulations, it is also the policy of the Authority to:

Fulfill the spirit and intent of the Federal DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have equitable access to participate in all of Authority's DOT-assisted contracting opportunities.

Ensure that DBEs can fairly compete for and perform on all DOT-assisted contracts and subcontracts.

Ensure non-discrimination in the award and administration of Authority's DOT-assisted contracts.

Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.

Ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.

Help remove barriers to the participation of DBEs in DOT-assisted contracts.

Assist in the development of firms that can compete successfully in the marketplace outside the DBE Program.

Contractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontractor.

Any terms used in this section that are defined in 49 CFR, Part 26, or elsewhere in the Regulations, must have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and the Authority's DBE Program with respect to DOT-assisted contracts, the Regulations must prevail.

III. Authority's DBE Policy Implementation Directives

It is the policy of the Authority to ensure that DBEs can fairly compete for and perform on all Authority's DOT-assisted contracts and subcontracts. Accordingly, the Authority has adopted an overall DBE participation goal of 10% for FFYs 2016/2018. Although the Authority has not established a specific goal for DBE participation in this procurement all proposers are encouraged to take all reasonable steps to obtain DBE participation as set forth in Part 26, Title 49 CFR.

I. Definitions

The following definitions apply to the terms used in these provisions:

1. ***"Disadvantaged Business Enterprise (DBE)"*** means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the

socially and economically disadvantaged individuals who own it.

2. **"Small Business Concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto, except that a small business concern must not include any concern or group of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$19.57 million over the previous three fiscal years.
3. **"Socially and Economically Disadvantaged Individuals"** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans, women and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act, or by the Authority pursuant to 49 CFR part 26.65. Members of the following groups are presumed to be socially and economically disadvantaged:
 - A. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - B. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - C. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - D. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
 - E. "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh; and
 - F. Women, regardless of ethnicity or race.
4. **"Owned and Controlled"** means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals"; and (b) whose management and daily business operations are controlled by one or more such individuals.
5. **"Manufacturer"** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.
6. **"Regular Dealer"** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

7. **"Fraud"** includes a firm that does not meet the eligibility criteria of being a certified DBE and that attempts to participate in a DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty. The Authority may take enforcement action under 49 CFR, Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR, Part 31. The Authority may refer the case to the Department of Justice, for prosecution under 18 U.S.C. 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable Federal statutes.
8. **"Other Socially and Economically Disadvantaged Individuals"** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration or a recognized California Unified Certification Program Certifying Agency to meet the social and economic disadvantage criteria described below.

A. "Social Disadvantage"

1. The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.
2. The individual must demonstrate that he/she has personally suffered social disadvantage.
3. The individual's social disadvantage must be rooted in treatment, which he/she has experienced in American society, not in other countries.
4. The individual's social disadvantage must be chronic, longstanding and substantial, not fleeting or insignificant.
5. The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.
6. A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

B. "Economic Disadvantage"

1. The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.
2. The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

- availability of financing bonding capability
- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth

- personal and business income and profits

IV. **Submission of DBE Information and Ongoing Reporting Requirements (Post-Award)**

If DBE participation is proposed on the contract, Contractor must complete and submit the following DBE exhibits (forms) consistent with Contractor DBE Commitment within the specified timelines. Even if no DBE goal has been set on this contract, all DBE participation will be reported:

1. **“Monthly DBE Subcontractor Commitment and Attainment Report Summary and Payment Verification ” (Form 103, Attachment A-1)**

The purpose of this form is to ensure Contractor DBE commitments are attained, properly reported and credited in accordance with DBE crediting provisions based on the capacity the DBE performs the scope of work/service. This form further serves to collect DBE utilization data required under 49 CFR, Part 26.

The Contractor is required to complete and submit a Form 103 to the Authority by the 10th of each month until completion of the contract. The Contractor must submit its first Form 103 following the first month of contract activity. Upon completion of the contract, the Contractor must complete and submit a “Final: Monthly DBE Subcontractor Commitment and Attainment Report Summary and Payment Verification” (Form 103), Attachment A-2 to this agreement to facilitate reporting and capturing actual DBE attainments at conclusion of the contract. Exhibit D is attached to and, by this reference, incorporated in and made a part of this Agreement

The Form 103 must include the following information:

A. General Contract Information – Including Contract Number and Name, Prime Contractor and the following:

1. Original Contract Amount
2. Running Total of Change Order Amount
3. Current Contract Amount
4. Amount Paid to Contractor during Month
5. Amount Paid to Contractor from Inception to Date
6. DBE Contract Goal
7. Total Dollar Amount of DBE Commitment
8. DBE Commitment as Percentage of Current Contract Amount

B. Listed and/Proposed Contractor/Subcontractor Information – For All DBE participation being claimed either Race Neutrally or Race Consciously, regardless of tier:

1. DBE Firm Name, Address, Phone Number, DBE Type of Operation, Certification Type and Certification Number.
2. DBE Firm Contract Value Information:
Original contract amount, running total of change order amount, Current contract amount, Amount paid to Contractor during month and Amount

paid to Contractor to date.

2. Contractor Assurance of Full Compliance with Prompt Payment Provisions

Contractor to sign the prompt payment assurance statement of compliance contained within the Form 103. Contractor is to further maintain and submit at the request of Authority a detailed running tally of related invoices submitted by DBE(s) and Non DBE(s), including dates of invoice submission, dates accepted and corresponding dates and amount of payments made. The Payment and Retention Reporting tally must also include:

DBE(s) and Non DBE(s) Invoice Number, Invoice Amount, Invoice Date, Prime Contractor's Invoice Number that incorporated the corresponding DBE and Non DBE invoice(s) for billing purposes, Date of Invoice submission to Authority, Date and amount Authority paid on Prime Contractor's Invoice. The report must also reflect a breakout of retention withheld (including retention as specified in subcontract agreement(s) and disputed invoice retention) and retention payments made, check number and date paid to DBE and Non DBE.

Contractor is advised not to report the participation of DBE(s) toward the Contractor's DBE attainment until the amount being claimed has been paid to the DBE. Verification of payments and/or a signed Verification of Payment by the applicable DBE or Non DBE must be submitted with Form 103 to authenticate reported payments.

3. DBE Subcontract Agreements

The Contractor must submit to the Authority copies of executed subcontracts and/or purchase orders (PO) for all DBE firms participating on the contract within ten working days of award. The Contractor must immediately notify the Authority in writing of any problems it may have in obtaining the subcontract agreements from listed DBE firms within the specified time.

4. "Monthly DBE Trucking Verification" Form

Prior to the 10th of each month, the Contractor must submit documentation on the "Monthly DBE Trucking Verification" Form to the Authority showing the amount paid to DBE trucking companies. The Contractor must also obtain and submit documentation to the Authority showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

The Contractor must also obtain and submit documentation to the Authority showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month.

5. "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors"

Upon completion of the contract, a summary of these records must be prepared on the: "Final Report-Utilization of Disadvantaged Business Enterprises (DBE),

First Tier Subcontractors" and certified correct by the Contractor or the Contractor's authorized representative, and must be furnished to the Engineer. The form must be furnished to the Authority within 90 days from the date of contract acceptance. The amount of \$10,000 will be withheld from payment until a satisfactory form is submitted.

6. "Disadvantaged Business Enterprises (DBE) Certification Status Change"

If a DBE Sub is decertified during the life of the project, the decertified Subcontractor must notify the Contractor in writing with the date of decertification. If a Subcontractor becomes a certified DBE during the life of the project, the Subcontractor must notify the Contractor in writing with the date of certification (Attach DBE certification/Decertification letter). The Contractor must furnish the written documentation to the AUTHORITY.

Upon completion of the contract, the "Disadvantaged Business Enterprises (DBE) Certification Status Change" must be signed and certified correct by the Contractor indicating the DBEs' existing certification status. If there are no changes, please indicate "No Changes". The certified form must be furnished to the Authority within 90 days from the date of contract acceptance.

V. DBE Eligibility and Commercially Useful Function Standards

A DBE must be certified at the time of Proposal submission:

1. A certified DBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
2. A DBE may participate as a Prime Contractor, Subcontractor, joint venture partner with a Prime or Subcontractor, vendor of material or supplies, or as a trucking company.
3. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
4. At time of proposal submission, DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:
 - A. The CUCP web site, which can be accessed at <http://www.californiaucp.com>; or the Caltrans "Civil Rights" web site at <http://www.dot.ca.gov/hq/bep>.
5. A DBE must perform a commercially useful function in accordance with 49 CFR 26.55 (i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work). A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function.

VI. DBE Crediting Provisions

1. When a DBE is proposed to participate in the contract, either as a Prime Contractor or Subcontractor, at any tier, only the value of the work proposed to be performed by the DBE with its own forces may be counted towards DBE participation. If the Contractor is a DBE joint venture participant, only the DBE proportionate interest in the joint venture must be counted.
2. If a DBE intends to subcontract part of the work of its subcontract to a lower-tier Subcontractor, the value of the subcontracted work may be counted toward DBE participation only if the Subcontractor is a certified DBE and actually performs the work with their own forces. Services subcontracted to a Non-DBE firm may not be credited toward the Prime Contractor's DBE attainment.
3. Contractor is to calculate and credit participation by eligible DBE vendors of equipment, materials, and suppliers toward DBE attainment, as follows:
 - A. Sixty percent (60%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a regular dealer; or
 - B. One hundred percent (100%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a DBE manufacturer.
4. The following types of fees or commissions paid to DBE Subcontractors, Brokers, and Packagers may be credited toward the prime Contractor's DBE attainment, provided that the fee or commission is reasonable, and not excessive, as compared with fees or commissions customarily allowed for similar work, including:
 - A. Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required in the performance of the Contract;
 - B. Fees charged for delivery of material and supplies (excluding the cost of materials or supplies themselves) when the licensed hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material and supplies;
 - C. Fees and commissions charged for providing any insurance specifically required in the performance of the Contract.
5. Contractor may count the participation of DBE trucking companies toward DBE attainment, as follows:
 - A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
 - B. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - C. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - D. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are

- not provided by a DBE.
- F. For purposes of this paragraph, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
6. If the Contractor listed a non-certified 1st tier Subcontractor to perform work on this contract, and the non-certified Subcontractor subcontracts a part of its work or purchases materials and/or supplies from a lower tier DBE certified Subcontractor or Vendor, the value of work performed by the lower tier DBE firm's own forces can be counted toward DBE participation on the contract. If a DBE Contractor performs the installation of purchased materials and supplies they are eligible for full credit of the cost of the materials.

VII. Performance of DBE Subcontractors

DBEs must perform work or supply materials as listed in the "Race-Neutral DBE Participation Commitment Form" specified under "*DBE Proposal Submission Requirements*" of these special provisions. Do not terminate a DBE listed Subcontractor for convenience and perform the work with your own forces or obtain materials from other sources without prior written authorization from the AUTHORITY.

The AUTHORITY grants authorization to use other forces or sources of materials for requests that show any of the following justifications (written approval from the AUTHORITY must be obtained prior to effectuating a substitution):

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulate a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a Contractors' license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE delays or disrupts the progress of the work.
7. Listed DBE becomes bankrupt or insolvent.

If a listed DBE Subcontractor is terminated, you must make good faith efforts to find another DBE Subcontractor to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE commitment.

The substitute DBE must be certified as a DBE at the time of request for substitution. The AUTHORITY does not pay for work or material unless it is performed or supplied by the listed DBE, unless the DBE is terminated in accordance with this section.

VIII. Additional DBE Subcontractors

In the event Contractor identifies additional DBE Subcontractors or suppliers not previously identified by Contractor for DBE participation under the contract, Contractor must notify the Authority by submitting "Request for Additional DBE Firm" to enable Contractor to capture all

DBE participation. Contractor must also submit, for each DBE identified after contract execution, a written confirmation from the DBE acknowledging that it is participating in the contract for a specified value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation).

IX. DBE “Frauds” and “Fronts”

Only legitimate DBEs are eligible to participate as DBEs in the Authority’s federally -assisted contracts. Proposers are cautioned against knowingly and willfully using “fronts.” The use of “fronts” and “pass through” subcontracts to non-disadvantaged firms constitute criminal violations. Further, any indication of fraud, waste, abuse or mismanagement of Federal funds should be immediately reported to the Office of Inspector General, U.S. Department of Transportation at the toll-free hotline: (800) 424-9071; or to the following: 245 Murray Drive, Building 410, Washington, DC 20223; Telephone: (202) 406-570.

X. Contractor’s Assurance Clause Regarding Non-Discrimination

In compliance with State and Federal anti-discrimination laws, the Contractor must affirm that they will not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, the Contractor must affirm that they will consider, and utilize Subcontractors and vendors, in a manner consistent with non-discrimination objectives.

XI. Prompt Payment Clause

Upon receipt of payment by Authority, Contractor agrees to promptly pay each Subcontractor for the satisfactory work performed under this Agreement, no later than seven (7) calendar days. Contractor agrees further to return retainage payments to each Subcontractor within thirty (30) calendar days after the Subcontractor’s work is satisfactorily completed. Authority reserves the right to request the appropriate documentation from Contractor showing payment has been made to the Subcontractors. Any delay or postponement of payment from the above referenced time frames may occur only for good cause following written approval by Authority.

In accordance with 49 CFR part 26.29 “Prompt Payment Provisions” (DBE Final Rule) the Authority will elect to utilize the following method to comply with the prompt payment of retainage requirement:

Hold retainage from the Contractor and provide for prompt and regular incremental acceptances of portions of the Contractor, pay retainage to prime Contractors based on these acceptances, and require a contract clause obligating the Contractor to pay all retainage owed to the Subcontractors for satisfactory completion of the accepted work within thirty (30) days after payment to the Contractor.

Failure to comply with this provision or delay in payment without prior written approval from Authority will constitute noncompliance, which may result in appropriate administrative sanctions, including, but not limited to a withhold of two (2%) percent of the invoice amount due per month for every month that payment is not made.

These prompt payment provisions must be incorporated in all subcontract agreements issued by Contractor under this Agreement. Each subcontract must require the Subcontractor to make payments to sub-Subcontractors and suppliers in a similar manner.

XII. Administrative Remedies and Enforcement

Contractor must fully comply with the DBE contract requirements, including the Authority's DBE Program and Title 49 CFR, Part 26 "Participation of Disadvantaged Businesses in Department of Transportation Financial Assistance Programs" and ensure that all Subcontractors regardless of tier are also fully compliant. Contractor's failure to comply constitutes a material breach of contract, wherein the Authority will impose all available administrative sanctions including payment withholdings, necessary to effectuate full compliance. In instances of identified non-compliance, a Cure Notice will be issued to the Contractor identifying the DBE non-compliance matter(s) and specifying the required course of action for remedy.

The Contractor must be given ten (10) working days from the date of the Cure Notice to remedy or to (1) File a written appeal accompanied with supporting documentation and/or (2) Request a hearing with the Authority to reconsider the Authority's DBE determination. Failure to respond within the ten (10) working day period must constitute a waiver of the Contractor's right to appeal. If the Contractor files an appeal, the Authority, must issue a written determination and/or set a hearing date within ten (10) working days of receipt of the written appeal, as applicable. A final Determination will be issued within ten (10) working days after the hearing, as applicable.

If, after review of the Contractor's appeal, the Authority decides to uphold the decision to impose DBE administrative remedies on the Contractor, the written determination must state the specific remedy(s) to be imposed.

Failure to comply with the Cure Notice and/or to remedy the identified DBE non-compliance matter(s) is a material breach of contract and is subject to administrative remedies, including, withholding at minimum of two (2%) percent of the invoice amount due per month for every month that the identified non-compliance matter(s) is not remedied. Upon satisfactory compliance the Authority will release all withholdings.

In addition to administrative remedies defined in this section, the Authority is not precluded from invoking other contractual and/or legal remedies available under federal, state or local laws.



MONTHLY DBE SUBCONTRACTOR COMMITMENT AND ATTAINMENT REPORT SUMMARY AND PAYMENT VERIFICATION (Form 103)

Reporting Period (month): _____, 20____

Contract Number: _____	Form 103 Report No.: _____	Report prepared by: _____
Contract Award Date: _____	Original Contract Award Amount: _____	Title: _____
Prime Name: _____	Prime Current Contract Value: _____ [B]	Report reviewed by: _____
Address: _____	% of Project Complete: _____	Signature: _____
_____	[D] divided by [B] _____	Title: _____
_____	Total Paid to Prime this Month: _____	
_____	Total Paid to Prime to Date _____ [D]	
Telephone No.: _____	Total Paid to DBEs this Month: _____	Prime's Current DBE Attainment (A/B): _____
		#VALUE! (Total Dollars Paid to DBEs divided by Prime Current Contract Value)
Contract DBE Goal (Prime Commitment at Award): _____	Total Paid to DBEs to Date: _____ [A]	Prime's Current DBE Commitment (C/B): _____
		#VALUE! (Total DBE Current Eligible Subcontract Value divided by Prime Current Contract Value)
Original Project Goal _____	Date of Last Progress Payment _____	

1		2		3		4		5		6		7		8		9		10		11		12		13		14	
SUBCONTRACTOR				Type of Work Performed (Scope)		Original \$ Amount Committed at Award	\$ +/- Resulting from Change Order Activity	\$ Amount of Current Commitment	\$ Amount of Eligible DBE Participation Claimed ¹	\$ Amount Paid to DBE this month	\$ Amount paid to lower Tier(s) of DBE this month	Eligible \$ Amount Paid to DBE this month = (Column 7 minus Column 8) x DBE Capacity	\$ Amount paid to DBE to Date	\$ Amount paid to lower Tier(s) of DBE to Date	Eligible \$ Amount Paid to DBE to Date minus Payments to lower Tier(s)	% of Retention Withheld	% of Work Complete	Notes/ Comments									
				Applicable Naics Code(s)																							
Name:						\$ -	\$ -	\$ -	\$ -		DBE:	\$ -	\$ -	DBE:	\$ -	0%	#DIV/0!										
Address:																											
City, State, Zip Code:																											
Telephone Number:																											
TYPE:		Subcontractor _____ Broker _____																									
Supplier:		Regular Dealer _____ or Manufacturer _____																									
CERTIFICATION(s): () SB () DBE () DVBE () M				Certification #:																							
Verification of Payment Attached:				YES ¹ NO																							
Anticipated Commencement of Work Date																											
Name:						\$ -	\$ -	\$ -	\$ -		DBE:	\$ -	\$ -	DBE:	\$ -	0%	#DIV/0!										
Address:																											
City, State, Zip Code:																											
Telephone Number:																											
TYPE:		Subcontractor _____ Broker _____																									
Supplier:		Regular Dealer _____ or Manufacturer _____																									
CERTIFICATION(s): () SB () DBE () DVBE () M				Certification #:																							
Verification of Payment Attached:				YES ¹ NO																							
Anticipated Commencement of Work Date																											
Name:						\$ -	\$ -	\$ -	\$ -		DBE:	\$ -	\$ -	DBE:	\$ -	0%	#DIV/0!										
Address:																											
City, State, Zip Code:																											
Telephone Number:																											
TYPE:		Subcontractor _____ Broker _____																									
Supplier:		Regular Dealer _____ or Manufacturer _____																									
CERTIFICATION(s): () SB () DBE () DVBE () M				Certification #:																							
Verification of Payment Attached:				YES ¹ NO																							
Anticipated Commencement of Work Date																											
Name:						\$ -	\$ -	\$ -	\$ -		DBE:	\$ -	\$ -	DBE:	\$ -	0%	#DIV/0!										
Address:																											
City, State, Zip Code:																											
Telephone Number:																											
TYPE:		Subcontractor _____ Broker _____																									
Supplier:		Regular Dealer _____ or Manufacturer _____																									
CERTIFICATION(s): () SB () DBE () DVBE () M				Certification #:																							
Verification of Payment Attached:				YES ¹ NO																							
Anticipated Commencement of Work Date																											
[C]																											
DBE Total(s):						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	#DIV/0!										

COMMENTS/ISSUES:

¹ Eligible amount claimed is based on applicable crediting provisions, DBE Current contract value (excluding amounts subcontracted to lower-tiers) multiplied by capacity of work performed by listed DBE (CUF).
 Authorized Binding Name: _____
 Authorized Binding Title: _____
 Authorized Binding Signature: _____

If necessary, this form can be duplicated and/or modified; however, it must contain all requested data fields.

FINAL MONTHLY DBE SUBCONTRACTOR COMMITMENT AND ATTAINMENT REPORT SUMMARY AND PAYMENT VERIFICATION (Form 103)													
Reporting Period (month): _____, 20____													
Contract Number: _____			Form 103 Report No.: _____			Report prepared by: _____							
Contract Award Date: _____			Original Contract Award Amount: _____			Title: _____							
Prime Name: _____			Current Contract Value: _____ [B]			Report reviewed by: _____							
_____			% of Project Complete: _____			Signature: _____							
Address: _____			[A] divided by [B]			Title: _____							
_____			Total Paid to Prime this Month: _____			Prime's Current DBE Attainment (C/B): _____							
_____			Total Paid to Prime to Date _____			(Total Dollars Paid to DBEs divided by Current Contract Value)							
Telephone No.: _____			Eligible Total Paid to DBEs this Month: _____			Prime's Current DBE Commitment (D/B): _____							
Contract DBE Goal (Prime Commitment at Award): _____			Eligible Total Paid to DBEs to Date: _____ [A]			(Total DBE Current Subcontract Value divided by Prime Current Contract Value)							
_____			Date of Last Progress Payment _____										
SUBCONSULTANT													
		Type of Work Performed (Scope)	Original \$ Amount Committed at Award	\$ +/- Resulting from Change Order Activity	\$ Amount of Current Commitment	\$ Amount paid to DBE this month	\$ Amount paid to lower Tier(s) of DBE this month	\$ Amount Paid to Date	\$ Amount paid to lower Tier(s) of DBE to Date	\$ Amount Paid to DBE to Date minus Payments to lower Tier(s)	% of Retention Withheld	% of Work Complete	Notes/ Comments
Name: _____			\$ -	\$ -	\$ -	\$ -	DBE:	\$ -	DBE:	\$ -	0%	#DIV/0!	
Address: _____							\$ -		NON DBE:				
City, State, Zip Code: _____													
Telephone Number: _____													
TYPE: Subcontractor _____ Broker _____													
Supplier: Regular Dealer _____ or Manufacturer _____													
CERTIFICATION(s): () SB () DBE () DVBE () MB Certification #: _____													
Verification of Payment Attached: YES NO													
Name: _____			\$ -	\$ -	\$ -	\$ -	DBE:	\$ -	DBE:	\$ -	0%	#DIV/0!	
Address: _____							\$ -		NON DBE:				
City, State, Zip Code: _____													
Telephone Number: _____													
TYPE: Subcontractor _____ Broker _____													
Supplier: Regular Dealer _____ or Manufacturer _____													
CERTIFICATION(s): () SB () DBE () DVBE () MB Certification #: _____													
Verification of Payment Attached: YES NO													
DBE Total(s):			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	#DIV/0!	
COMMENTS/ISSUES: _____													

Prompt Payment Assurance: I certify under penalty of perjury that timely payments and retention have been issued to subcontractors and suppliers in compliance with the Prompt Payment Assurance set forth in the Orange County Transportation Authority's IFB documents and Title 49 Code of Federal Regulations, Part 26.29.													
Authorized Representative's Name: _____													
Authorized Representative's Title: _____													
Authorized Representative's Signature: _____													

If necessary, this form can be duplicated to list all DBE firms paid in this reporting period.

DBE Monthly Form 103

EXHIBIT D: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM**Information Sheet****ORANGE COUNTY TRANSPORTATION AUTHORITY**

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

IMPORTANT NOTICE**Basic Provisions of Government Code Section 84308**

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

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

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

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

To be completed only if campaign contributions have been made in the preceding 12 months.

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- | | | |
|---|-----------|----------|
| <input type="radio"/> the Prime Contractor | Yes _____ | No _____ |
| <input type="radio"/> Subcontractor | Yes _____ | No _____ |
| <input type="radio"/> Agent/Lobbyist hired by Prime
to represent the Prime in this RFP | Yes _____ | No _____ |

Note: Under the State of California Government Code section 84308 and California Code of Regulations, Title 2, Section 18438, campaign contributions made by the Prime Contractor and the Prime Contractor's agent/lobbyist who is representing the Prime Contractor in this RFP must be aggregated together to determine the total campaign contribution made by the Prime Contractor.

Board Member(s) to whom you and/or agent/lobbyist made campaign contributions and the dates of contribution(s) in the preceding 12 months. Each date must include the exact month, day, and year of the contribution.

Name of Board Member: _____

Name of Contributor: _____

Date(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Michael Hennessey, Chairman

Lisa A. Bartlett, Vice Chair

Laurie Davies, Director

Barbara Delgleize, Director

Andrew Do, Director

Lori Donchak, Director

Steve Jones, Director

Mark A. Murphy, Director

Richard Murphy, Director

Al Murray, Director

Shawn Nelson, Director

Miguel Pulido, Director

Tim Shaw, Director

Todd Spitzer, Director

Michelle Steel, Director

Tom Tait, Director

Greg Winterbottom, Director

EXHIBIT E: STATUS OF PAST AND PRESENT CONTRACTS

STATUS OF PAST AND PRESENT CONTRACTS FORM

On the form provided below, Offeror 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 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 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 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 Offeror's proposal. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

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

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Name

Date

Title

Last Rev. 08/26/2015

**EXHIBIT F: DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM
AND FORMS**

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION PROGRAM AND FORMS

1.0 DBE Goal

No DBE Goal has been established for this contract due to minimal subcontracting opportunities and/or limited DBE availability. Proposers are encouraged to afford DBEs every opportunity to compete for and participate on this DOT-assisted contract.

2.0 DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), the Orange County Transportation Authority (Authority) has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs." The contract is subject to the following stipulated regulations. Pursuant to the intent of these Regulations, it is the policy of the Authority to:

- 2.1** Implement strategies that promote the spirit and intent of the Federal DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have equitable access and opportunities to participate in all of Authority's DOT-assisted contracting opportunities.
- 2.2** Ensure non-discrimination in the award and administration of Authority's DOT-assisted contracts.
- 2.3** Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.
- 2.4** Ensure that only firms that meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.
- 2.5** Help remove barriers to the participation of DBEs in DOT-assisted contracts.
- 2.6** Provide training and other assistance through our resource partners to address capital, bonding and insurance needs.
- 2.7** Assist in the development of firms that can compete successfully in the marketplace outside the DBE Program.

Proposers shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Any terms used in this section that are defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and the Authority's DBE Program with respect to DOT-assisted contracts, the Regulations shall prevail.

Race-Neutral/Race-Conscious DBE Program Measures

The Authority will utilize both Race-Neutral and Race-Conscious means to meet its overall DBE Program goals.

Race-Neutral measures will include but are not limited to conducting outreach, training, providing other resource assistance and assessing proposal delivery schedules to ensure that DBEs interested in proposing for DOT-assisted solicitations are provided. Additional Authority Race-Neutral measures include ensuring that DBEs and other small business are afforded ample opportunity to participate in the Authority's DOT-assisted solicitations by unbundling large contracts to make them more accessible to small businesses and requiring or encouraging Prime Consultants to subcontract portions of work that they might, otherwise, perform with their own forces. Race-Neutral participation also includes any time a DBE obtains a Prime Contract through customary competitive procurement procedures or is awarded a subcontract on a Prime Contract that does not carry a DBE goal.

In conjunction with the Race-Neutral measures listed above the Authority will implement Race-Conscious measures through the reinstatement of contract goals and good faith efforts. The Authority reinstates the use of meeting the contract-specific goal by committing to utilize DBEs or documenting a bona fide good faith effort to do so, as a condition of award. Contract-specific goals are specifically targeted at DBEs (*DBEs owned and controlled by Black Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, Asian-Pacific Americans, Sub-Continent Asian Americans, and Women*). In the event of a substitution, a DBE must be substituted with another DBE or documented adequate good faith efforts to do so must be made, in order to meet the contract goal and DBE contract requirements.

3.0 Definitions

The following definitions apply to the terms as used in these provisions:

- 3.1 **"Disadvantaged Business Enterprise (DBE)"** means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- 3.2 **"Small Business Concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto, except that a small business concern shall not include any concern or group of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$19.57 million over the previous three fiscal years.
- 3.3 **"Socially and Economically Disadvantaged Individuals"** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans, women and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act, or by the Authority pursuant to 49 CFR part 26.65. Members of the following groups are presumed to be socially and economically disadvantaged:
- 3.3.1 "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
- 3.3.2 "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- 3.3.3 "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- 3.3.4 "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;

3.3.5 "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh; and

3.3.6 Women, regardless of ethnicity or race.

- 3.4 **"Owned and Controlled"** means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals"; and (b) whose management and daily business operations are controlled by one or more such individuals.
- 3.5 **"Manufacturer"** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
- 3.6 **"Regular Dealer"** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
- 3.7 **"Fraud"** includes a firm that does not meet the eligibility criteria of being a certified DBE and that attempts to participate in a DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty. The Authority may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR part 31. The Authority may refer cases of identified fraud to the Department of Justice, for prosecution under 18 U.S.C. 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable Federal statutes.
- 3.8 **"Other Socially and Economically Disadvantaged Individuals"** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration or the Authority to meet the social and economic disadvantage criteria described below.

3.8.1 Social Disadvantage

- 3.8.1.1 The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.
- 3.8.1.2 The individual must demonstrate that he/she has personally suffered social disadvantage.
- 3.8.1.3 The individual's social disadvantage must be rooted in treatment, which he/she has experienced in American society, not in other countries.
- 3.8.1.4 The individual's social disadvantage must be chronic, longstanding and substantial, not fleeting or insignificant.
- 3.8.1.5 The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.
- 3.8.1.6 A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

3.8.2 Economic Disadvantage

- 3.8.2.1 The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.
- 3.8.2.2 The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

- availability of financing
- bonding capability
- availability of outside equity capital

- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

4.0 DBE Proposal Submission Requirements

Proposer shall complete and submit the following DBE Exhibits (forms) at the times specified with their Proposal:

- “Race-neutral DBE Participation Commitment(s) Form” (Exhibit F-1)
- “Bidders List” (Exhibit F-2)

4.1 “Race-neutral DBE Participation Commitment(s) Form” Exhibit F-1 at time of Proposal. The Proposer is to provide the following information for each DBE that will participate in the contract:

- 4.1.1 The complete name and address of each DBE who will participate in the contract;
- 4.1.2 A description of the work that each DBE will perform or provide;
- 4.1.3 The dollar amount of the work to be performed or provided by the DBE;
- 4.1.4 Valid DBE Certification eligibility status, in conformance with 49 CFR, Part 26;
- 4.1.5 The Proposer shall also submit, for each DBE to perform under this contract, a written confirmation from the DBE acknowledging that it is participating in the contract for a specified value, including the corresponding scope of work (a subcontract proposal can serve in lieu of the written confirmation).

4.2 “Bidders List” (Exhibit F-2)

The Authority is required by Regulations to create and maintain a “Bidders List” of all firms proposing or quoting on the Authority’s DOT-assisted contracts for use in calculating the Authority’s overall DBE goal. Proposers are required to complete and submit the requested information listed on the “Bidders List Form” for all firms (DBE[s] and Non-DBE[s]) who submitted a bid, quote and/or proposal, including firms who were contracted by the Prime Proposer.

The “Bidders List” shall be included with the proposal submission.

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RACE-NEUTRAL DBE PARTICIPATION COMMITMENT(S) FORM

NOTE: Please refer to instructions on the reverse side of this form.

Proposer to Complete this Section

1. RFP No.: _____
2. Project Name/Description: _____
3. Prime Proposer Name: _____
4. Contract DBE Goal %: Race-Neutral 0%

DBE Commitment Information

5. Proposed DBE Firm (Name and Address)	6. DBE Certification Number	7. Description of Scope of Services/Work to be Provided	8. Dollar Value (\$) and/or Percentage (%) Of Contract	9. Percentage (%) of Work to be Performed by DBE Firm(s)

Note: The proposer shall also submit, for each DBE to perform under this contract a written confirmation from the DBE acknowledging that it is participating in the contract for a specified value, including the corresponding scope of work (a subcontract proposal can serve in lieu of the written confirmation).

10. Total Value Claimed (\$) \$ _____	11. Total DBE (%) Claimed towards Goal: _____ %
--	---

Proposer Assurance: The information on this form is complete and accurate and the proposer certifies that all DBE certifications and written confirmation documentation has been submitted to support the proposed DBE Commitment.

12. Preparer's Name (Print)

13. Preparer's Signature

14. Preparer's Title

15. Date

16. (Area Code) Tel. No.

17. Email Address

INSTRUCTIONS - DBE Participation Commitment(s) Form

Consultant Section

The Consultant shall:

1. **RFP No. ____** - Enter the RFP Number.
2. **Project Name/Description** - Enter the name and/or description of the project.
3. **Prime Proposer Name** - Enter the consultant's firm name.
4. **Contract DBE Goal %** - This contract is DBE neutral. DBE participation is not required for this award.
5. **Proposed DBE Firm** - Enter name and address of the proposed DBE Firm.
6. **DBE Certification Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date proposals are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract).
7. **Description of Scope of Services/Work to be Provided** - Enter the scope of services/work that the proposed DBE Firm will be performing for this project and is eligible to perform the scope of services/work.
8. **Dollar Value (\$) and/or Percentage of Contract-** Enter the proposed dollar value and/or percentage of commitment of each listed DBE firm.
9. **Percentage (%) of Work to be Performed by DBE Firm(s)** - Percent of participation listed in column 8 of work to be performed or services to be provided by DBE firms. This percentage should include work to be self-performed by the listed DBE as well as work that will be performed by lower-tier subconsultants to the listed DBE. DBE credit will only be credited for work performed by DBE firms, non-DBE subconsultants should not be reflected in the percentage (%).
10. **Total Value Claimed (\$)**-Enter the total dollar value of DBE credit claimed.
11. **Total DBE % Claimed** - Enter the total race-neutral participation claimed.
12. **Preparer's Name (Print)** - Clearly enter the name of the authorized person signing the form for the consultant.
13. **Preparer's Signature** -The person completing this section of the form for the consultant's firm must sign their name.
14. **Preparer's Title** - Enter the position/title of the authorized person signing the form for the consultant.
15. **Date** - Enter the date the form is signed by the proposer.
16. **(Area Code) Tel. No.** - Enter the area code and telephone number of the authorized person signing the form for the consultant.
17. **Email Address-** Enter the email address of the authorized person signing the form for the consultant.

PLEASE NOTE: A firm is only eligible to count towards DBE participation in the NAICS codes contained within its California Unified Certification Program (CUCP) DBE Profile. Proposers are to verify that listed subconsultants contain DBE certification in the NAICS codes that they are being listed to perform.

BIDDERS LIST

Proposer: _____

RFP No.: _____

The Department of Transportation requires the AUTHORITY to create and maintain a "Bidders List" containing information about all firms (DBE and Non-DBE) that bid, propose or quote on the Authority's DOT-assisted contracts, in accordance with 49 CFR Part 26.11. The "Bidders List" is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The Proposer is to complete all requested information for every firm who submitted a bid, proposal or quote, including the primary Proposer, and submit this information at the time of proposal submission, or as otherwise specified in the solicitation. The AUTHORITY will utilize this information to assist in the AUTHORITY's overall DBE goal-setting process.

Prime Proposer's Information:

Name of Prime's Firm:	Phone: ()
Firm Address:	Fax: ()
	E-mail:
	Type of work/services/materials provided:
Number of years in business:	
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? Yes <input type="checkbox"/> No <input type="checkbox"/>	Check the box below for your firm's annual gross receipts last year:
DBE Certification Eligibility (place an "X"): ___ African American ___ Asian Pacific American ___ Native American ___ Woman ___ Hispanic American ___ Subcontinent Asian American ___ Other	<input type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million

Provide the following information for every firm (DBE and non-DBE) that submitted proposal or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract:

Firm Name:	Phone: ()
Firm Address:	Fax: ()
	E-mail:
	Type of work/services/materials provided:

RFP 7-1723
Exhibit F-2

Number of years in business:	
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? Yes <input type="checkbox"/> No <input type="checkbox"/>	Check the box below for your firm's annual gross receipts last year:
DBE Certification Eligibility (place an "X"): ___ African American ___ Asian Pacific American ___ Native American ___ Woman ___ Hispanic American ___ Subcontinent Asian American ___ Other	<input type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million

Firm Name:	Phone: ()
Firm Address:	Fax: ()
	E-mail:
	Type of work/services/materials provided:
Number of years in business:	
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? Yes <input type="checkbox"/> No <input type="checkbox"/>	Check the box below for your firm's annual gross receipts last year:
DBE Certification Eligibility (place an "X"): ___ African American ___ Asian Pacific American ___ Native American ___ Woman ___ Hispanic American ___ Subcontinent Asian American ___ Other	<input type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million

If necessary, this "Bidders List" form can be duplicated to include all firms (DBE and non-DBE) that have submitted a bid, proposal or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract.
Failure of the Proposer to submit the required "Bidders List" form may deem the Proposer non-responsive.

EXHIBIT G: RESTRICTIONS ON LOBBYING

CERTIFICATION
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS

A. DEFINITIONS

1. Authority, as used in this clause, means the Orange County Transportation Authority, acting on behalf of the Orange County Transit District.
2. Covered Federal action, as used in this clause, means any of the following Federal actions:
 - a. The awarding of any Federal contract.
 - b. The making of any Federal grant.
 - c. The making of any Federal loan.
 - d. The entering into of any cooperative agreement.
 - e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. Indian tribe and tribal organization, as used in this clause, have the meaning provided in Section 450b of the Indian self-determination and Education Assistance Act (25 U.S.C. 450) and include Alaskan Natives.
4. Influencing or attempting to influence, as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.
5. Local government, as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.
6. Officer or employee of an agency, as used in this clause, includes the following individuals who are employed by an agency:
 - a. An individual who is appointed to a position in the Government under title 5, United States code, including a position under a temporary appointment.
 - b. A member of the uniformed services, as defined in the subsection

101(3), Title 37, United States Code.

- c. A special Government employee, as defined in Section 202, Title 18, United States Code.
 - d. An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, Appendix section 3.
- 7. Person, as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
 - 8. Reasonable compensation, as used in this clause, means with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.
 - 9. Reasonable payment, as used in this clause means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.
 - 10. Recipient, as used in this clause, includes the CONSULTANT and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
 - 11. Regularly employed, as used in this clause, means, with respect to an officer or employee of a person requesting or receiving by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.
 - 12. State, as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State regional or interstate entity having governmental duties and powers.

B. PROHIBITIONS

1. Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or, the modification of any Federal contract, grant, loan, or cooperative agreement.
2. The Act also requires consultant to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement.
3. The prohibitions of the Act do not apply under the following conditions:
 - a. Agency and legislative liaison by own employees.
 - (1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
 - (2) For purposes of paragraph C.3.a.(1) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
 - (3) The following agency and legislative liaison activities are permitted any time where they are not related to a specific solicitation for any covered Federal action:

Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities.

Technical discussions and other activities regarding the application of adaptation of the person's products or services for an agency's use.

- (4) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,

Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507, and subsequent amendments.

- (5) Only those services expressly authorized by paragraph C.3.a.(1) of this clause are permitted under this clause.

b. Professional and technical services

- (1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of:

A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as condition for receiving that Federal action.

Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application or that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include

contractors and trade associations.

- (2) For purposes of paragraph C.3.a.(1) of this clause, professional and technical services shall be limited to advise and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission, or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.
- (3) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
- (4) Only those services expressly authorized by paragraph C.3.a.(1) and (2) of this clause are permitted under this clause.
- (5) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

c. Disclosure

- (1) The consultant who requests or receives from an agency a Federal contract shall file with that agency a disclosure form OMB standard form LLL, Disclosure of Lobbying Activities, (Attachment to the bid package) if such person has made or

had agreed to make any payment using non appropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph B.1. of this clause, if paid for with appropriated funds.

- (2) The consultant shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph II.A. of this clause. An event that materially affects the accuracy of the information reported includes:

A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

- (3) The consultant shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime consultant. The prime consultant shall submit all disclosures to the District at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding consultant.

d. Agreement

The consultant agrees not to make any payment prohibited by this clause.

e. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph d) of this clause shall be subject to civil penalties as provided for by 31

U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

- (2) Consultants may relay without liability on the representation made by their subcontractors in the certification and disclosure forms.

f. Cost Allowability:

Nothing in this clause is to be interpreted to make allowable or reasonable any costs, which will otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provisions.

**CERTIFICATION OF
RESTRICTIONS ON LOBBYING**

I, _____, hereby certify on behalf (name of offeror) of

_____ that:
(Firm name)

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Bidder, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder understands and agrees that the provisions of 31 U.S.C. 3801, et seq. apply to this certification and disclosure, if any.

Executed this _____ day of _____, 201__

By _____
(Signature of authorized official)

(Title of authorized official)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by
OMB
003480045

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material changes For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) SF - LLL - A if necessary)		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other specify: _____	
12. Forum of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify nature: _____ value: _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s) or Member(s) contracted for Payment indicated in Item, 11: (attach Continuation Sheet(s) SF-LLL-A if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by Code 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.		
Signature: _____ Print name: _____ Title: _____ Telephone No: _____ Date: _____		Federal Use Only
		Authorized for Local Reproduction Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This DISCLOSURE FORMS SHALL BE COMPLETED BY the reporting entity, whether Subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address city, state, and zip code of the prime Federal recipient. Include Congressional District.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency, name if known. For example, Department of Transportation, United State Coast Guard.
7. Enter the Federal program name for description of the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a.). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Office of Management and Budget Paperwork Reduction Project (0348-0446), Washington, D.C. 20503.
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DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

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EXHIBIT H: SAFETY SPECIFICATION

LEVEL 2 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS**PART I – GENERAL****1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS**

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC), requirements of this safety specification, project site requirements, 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 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 reason for termination of scope or agreements with the Authority, at the sole discretion of the Authority.

C. INJURY AND ILLNESS PREVENTION PLAN

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.

- D. 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.

E. HAZARD COMMUNICATION PROGRAM

- 1. 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.
- 2. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

F. DESIGNATED Health, Safety and Environmental (HSE) REPRESENTATIVE

1. 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.
2. The Contractor shall provide the Authority's Project Manager a resume outlining the qualifications, certifications, and 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.
3. 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.
4. 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.

G. 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.

H. TRAFFIC & PARKING

1. 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.

I. 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.

1.2 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.

1.3 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.

1.4 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.

1.5 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.

1.6 REFERENCES

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

END OF SECTION

DRAFT

EXHIBIT I:
PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

The following form shall be completed for each technical and/or contractual exception or deviation that is submitted by Offeror for review and consideration by Authority. The exception and/or deviation must be clearly stated along with the rationale for requesting the exception and/or deviation. If no technical or contractual exceptions or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit this form or any contractual exceptions and/or deviation after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

Offeror: _____

RFP No.: _____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

- Scope of Work (Technical) _____
- Proposed Agreement (Contractual) _____

Reference Section/Exhibit: _____ Page/Article No. _____

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:
