

INVITATION FOR BIDS (IFB) 0-1335

Janitorial Supplies



ORANGE COUNTY TRANSPORTATION AUTHORITY

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

Key IFB Dates

Issue Date:	February 17, 2010
Question Submittal Date:	March 9, 2010
Authority Response Date:	March 30, 2010
Bid Submittal Date:	April 13, 2010

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February 17, 2010

**SUBJECT: NOTICE OF INVITATION FOR BIDS
IFB 0-1335: Janitorial Supplies**

Gentlemen/Ladies:

The Orange County Transportation Authority invites bids from qualified bidders to supply janitorial supplies. The Authority has budgeted \$108,000.00 over a 3-year term for these services.

Bids must be received in the Orange County Transportation Authority's office at or before 11:00 a.m. on April 13, 2010.

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

**Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, 4th Floor
Orange, California 92868
Attention: Susan Rosenkranz, Senior Buyer**

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

**Orange County Transportation Authority
Contracts Administration and Materials Management
P.O. Box 14184
Orange, California 92863-1584
Attention: Susan Rosenkranz, Senior Buyer**

Bids, and amendments to bids, received after the date and time specified above will be rejected by the Authority as nonresponsive and returned to the Bidders unopened.

Parties interested in obtaining a copy of this Invitation for Bids (IFB) may do so by faxing their request to (714) 560-5792, or e-mail your request to rfp_ifb_Requests@octa.net or calling (714) 560-5922. Please include the following information:

- Name of Firm
- Address
- Contact Person
- Telephone and Facsimile Number
- Invitation For Bids (IFB) 0-1335

All firms interested in doing business with the Authority are required to register their business on-line at CAMMNet, the Authority's Interactive Website. The Website can be found at www.octa.net . From the site menu, click on CAMMNet to register.

To receive all further information regarding this IFB 0-1335, firms must be registered on CAMMNet with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Commodities for this solicitation are:

Category(s):

Facility; Equipment, Supplies

Commodity(s):

Janitorial Cleaning Supplies
& Equipment

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

The Bidder will be required to comply with all applicable equal employment 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 purchase order.

Sincerely,

Susan Rosenkranz,
Senior Buyer
Contract Administration and Materials Management

SECTION I

INSTRUCTIONS TO BIDDERS

SECTION I. INSTRUCTIONS TO BIDDERS

A. EXAMINATION OF BID DOCUMENTS

By submitting a bid, Bidder represents that it has thoroughly examined and become familiar with the work required under this IFB and that it is capable of performing quality work to achieve the Authority's objectives.

B. ADDENDA

Any Authority changes to the requirements will be made by written addendum to this IFB. Any written addenda issued pertaining to this IFB shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to or deviations from the requirements set forth in this IFB as the result of oral instructions. Bidders shall acknowledge receipt of addenda in their bids.

C. AUTHORITY CONTACT

All questions and/or contacts with Authority staff regarding this IFB are to be directed to the following:

Susan Rosenkranz, Senior Buyer

Contracts Administration and Materials Management

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

Phone: 714.560.5610, Fax: 714.560.5792

D. CLARIFICATIONS

1. Examination of Documents

Should a Bidder require clarifications of this IFB, the Bidder shall notify the Authority in writing in accordance with Section D.2 below. Authority will respond to all written questions by issuing a written addendum, which will be sent to all firms registered on CAMMNet under the commodity codes specified in this IFB.

2. Submitting Requests

- a. All questions, clarifications, requests for approved equals, samples comments must be in writing and must be received by the Authority no later than 5:00 p.m.,

on March 9, 2010. Requests for clarifications, approved equals, 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.

- b. Any request for an approved equal must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirements. The burden of proof as to the equality, substitutability, and compatibility of proposed alternates or equals shall be upon the Bidder, who shall furnish all necessary information at no cost to the Authority. The Authority shall be sole judge as to the equality, substitutability, and compatibility of proposed alternates or equals.
- c. Any of the following methods of delivering written questions, approved equals, and comments 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, Orange, CA 92868, or

Orange County Transportation Authority
P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Courier: Contracts Administration and Materials Management Department, 600 South Main Street, 4th Floor, Orange, California, 92868.
 - (3) Facsimile: The Authority's fax number is (714) 560-5792.
 - (4) E-Mail: Susan Rosenkranz, Senior Buyer, e-mail address is *srosenkranz@octa.net*.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, the Authority's interactive website, no later than March 30, 2010. Bidders may download responses from CAMM NET at *www.octa.net/cammnet*, or request responses be sent via U.S. Mail by e-mailing or faxing the request to Susan Rosenkranz, Senior Buyer.

To receive e-mail notification of Authority responses when they are posted on CAMM NET, firms 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:

Commodities for this solicitation are:

<u>Category(s):</u>	<u>Commodity(s):</u>
Facility; Equipment, Supplies	Janitorial Cleaning Supplies & Equipment

Inquiries received after March 9, 2010, will not be accepted and will be returned to the senders without response.

E. BRAND NAMES

It should be understood that specifying a brand name, components, and/or equipment in this IFB shall not relieve the Bidder from their responsibility to produce the product in accordance with the performance warranty and contractual requirements. The Bidder is responsible for notifying the Authority of any inappropriate brand name, component, and/or equipment substitute for consideration by the Authority.

Brand names and model number, when used, are for the purpose of identifying a standard of requirement and are not to be construed as restricting the procurement to those brand names and model numbers called out. Refer to above Paragraph C.

F. SUBMISSION OF BIDS

1. Date and Time

Bids must be received in the Orange County Transportation Authority's office at or before 11:00 a.m. on April 13, 2010.

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

2. Address

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

**Orange County Transportation Authority
Contracts Administration and Materials Management (Camm)
600 South Main Street, 4th Floor
Orange, California 92868
Attention: Susan Rosenkranz, Senior Buyer**

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

**Orange County Transportation Authority
Contracts Administration and Materials Management (Camm)
P.O. Box 14184
Orange, California 92863-1584
Attention: Susan Rosenkranz, Senior Buyer**

Firms must obtain a Visitor Badge from the Receptionist in the lobby of the 600 Building prior to delivering any information to Camm.

3. Identification of Bids

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

"IFB 0-1335: Janitorial Supplies"

4. Acceptance of Bids

- a. The Authority reserves the right to accept or reject all bids, or any item or part thereof, or to waive any informalities or irregularities in bids.
- b. The Authority reserves the right to withdraw or cancel this IFB at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Bidder responding to this IFB.
- c. The Authority reserves the right to postpone bid openings for its own convenience.

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT BIDS

Where two or more Bidders desire to submit a single bid in response to this IFB, they should do so on a prime-subcontractor basis rather than as a joint venture. The Authority intends to contract with a single firm and not with multiple firms doing business as a joint venture.

I. TAXES

Purchases by Authority 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 Procurement Administrator responsible for this procurement. Any protest filed by a Bidder in connection with this IFB must be submitted in accordance with the Authority's written procedures.

K. DELIVERY

The items described herein are to be delivered to the following facilities:

11790 Cardinal Circle, Garden Grove, CA 92843
1717 East Via Burton, Anaheim, CA 92806
4301 W. Mac Arthur Blvd. Santa Ana, CA 92704

L. CASH DISCOUNTS

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

M. APPENDICES

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

N. HAZARDOUS SUBSTANCES

1. CAL-OSHA Requirements

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

2. Notice of Hazardous Substances

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

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

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

O. HAZARDOUS WASTE LABELS

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

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

P. CONTRACT AWARD

Any contract awarded as a result of this IFB, will be awarded to the lowest responsive and responsible Bidder and shall be on a lump sum basis, in accordance with the requirements in this IFB. **Bidders must bid all line items for consideration for award. Failure to bid all line items will result in the elimination of your bid.**

Q. AUTHORITY'S RIGHTS

1. Authority reserves the right to award its total requirements to one bidder, or to apportion those requirements among several Bidders, as the Authority may deem to be in its best interests.
2. Authority also reserves the right to make award within one hundred twenty days (120) calendar days from the date bids are opened. Should award in whole or part be delayed beyond the period of one hundred twenty (120) days, such award shall be conditioned upon successful bidder's acceptance.

R. FORMS

Status of Past and Present Contracts Form – Section III Bid Package

Bidder is required to complete and sign Exhibit D, entitled "Status of Past and Present Contracts" provided in this IFB and submit as part of the bid. Bidder shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years and the contract has ended or will end in a termination, settlement, or litigation. A separate form must be completed for each contract. Bidder shall provide an accurate name and telephone number for each contract and indicate the term of the contract and the original contract value. If the contract was terminated, Bidder must list the reason for termination. Bidder must identify and state the status of any litigation, claims or settlement agreements related to any of the contracts. Each form must be signed by the Bidder confirming the information that the information provided is true and accurate.

SECTION II
KEY CONTRACTUAL TERMS

SECTION II. KEY CONTRACTUAL TERMS

The following terms and conditions are highlighted to make Bidders aware of the contractual parameters of this procurement.

A. ACCEPTANCE OF ORDER

Bidder will be required to accept a written Agreement or Purchase Order in accordance with and including as a part thereof the published notice of Invitation For Bids, the requirements, conditions and specifications, with no exceptions other than those specifically listed in the written Agreement or Purchase Order.

B. CHANGES

By written notice or order, Authority may, from time to time, make changes including but not limited to drawings, designs, specifications, delivery schedules, property and services furnished by Authority. If any such change causes an increase or decrease in price of this Agreement or Purchase Order or in the time required for its performance, the Bidder shall promptly notify Authority thereof and assert its claim for adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse the Bidder from proceeding immediately with the Agreement or Purchase Order as changed.

C. INVOICE AND PAYMENT

A separate invoice shall be issued for each shipment. Unless otherwise specified in the Agreement or Purchase Order, no invoice shall be issued prior to shipment of goods. Payment due dates, including discount period, will be computed from date of receipt of goods or of correct invoice (whichever is later) to date Authority check is mailed. Any discount taken will be taken on full amount of invoice, unless other charges are itemized and discount thereon is specifically disallowed.

D. WARRANTIES

1. Bidder warrants to Authority that, for a period of one year following Authority's inspection and acceptance of each item delivered hereunder, each item shall conform to the requirements hereof and will be free from defects. In addition to other remedies, which may be available, the Authority may, at its option, return any nonconforming or defective items to Bidder and/or require correction or replacement of said item at the location of the item when the defect is discovered, all at Bidder's risk and expense. If Authority does not require correction or replacement of nonconforming or defective items, Bidder shall repay such portion of the payment specified herein or such additional amount as is equitable under the circumstances. Authority's rights hereunder are in addition to,

but not limited by, Bidder's standard warranties. Inspection and acceptance of items by Authority, or payment therefore, shall not relieve Bidder of its obligations hereunder.

2. Any supplies or parts thereof corrected or furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the same extent as supplies initially delivered.

E. 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. Commercial Automobile Liability to include Goods & Transit coverage. Owned, hired and non-owned vehicles 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

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

C. Bidder shall include on the face of the Certificate of Insurance the Agreement or Purchase Order Number C-0-1335; and, the Senior Buyer's Name, Susan Rosenkranz.

D. Bidder shall also include in each subcontract the stipulation that subcontractors shall maintain insurance coverage in the amounts required from CONTRACTOR as provided in this Agreement or Purchase Order.

E. Bidder shall indemnify, defend and hold harmless AUTHORITY, its officers, directors, employees and agents from and against any and all claims (including attorney's 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 or Purchase Order.

F. EXCESS REPROCUREMENT LIABILITY

Bidder shall be liable to Authority for all expenses incurred by Authority in reprocurring elsewhere the same or similar items or services offered by Bidder hereunder, should Bidder fail to perform or be disqualified for failure to meet the terms and conditions set forth herein.

G. PACKING AND SHIPPING

All items shall be prepared for shipment and packed to prevent damage or deterioration and shipped at the lowest transportation rates in compliance with carrier tariffs. All shipments to be forwarded on one day, via one route, shall be consolidated. Each container shall be consecutively numbered, and marked with the herein Agreement or Purchase Order and part numbers. Container and Agreement or Purchase Order numbers shall be indicated on bill of lading. Two copies of packing slips, showing Agreement or Purchase Order number, shall be attached to No. 1 container of each shipment. Items sold F.O.B. origin shall be shipped prepaid. No charges will be paid by Authority for preparation, packing, crating, cartage or freight.

H. TITLE AND RISK OF LOSS

Unless otherwise provided in the Agreement or Purchase Order, Bidder shall have title to and bear the risk of any loss of or damage to the items purchased hereunder until they are delivered in conformity with this Agreement or Purchase Order at the F.O.B. point specified herein, and upon such delivery title shall pass from Bidder and Bidder's responsibility for loss or damage shall cease, except for loss or damage resulting from Bidder's negligence. Passing of title upon such delivery shall not constitute acceptance of the item by Authority.

I. MATERIALS

Except as to any supplies and components which this Agreement or Purchase Order specifically provides need not be new, the Bidder represents that the supplies and components to be provided under this Agreement or Purchase Order are new and of recent manufacture (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety). If at any time during the performance of this Agreement or Purchase Order, the Bidder believes that the furnishing of supplies or components which are not new is

necessary or desirable, Bidder shall notify the Authority immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the Authority if authorization to use such supplies is granted.

J. INSPECTION AND ACCEPTANCE

All items are subject to final inspection and acceptance by Authority at destination. Final inspection will be made within a reasonable time after receipt of items hereunder.

Payment will be made within a reasonable time after inspection and formal acceptance of the equipment by the Authority.

K. INDEMNIFICATION

Bidder 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 Bidder, its officers, directors, employees, agents, subcontractors or suppliers in connection with or arising out of the performance of this Agreement or Purchase Order.

L. INFRINGEMENT INDEMNITY

In lieu of any other warranty by Authority or Bidder against infringement, statutory or otherwise, it is agreed that Bidder shall defend at its expense any suit against Authority based on a claim that any item furnished under this Agreement or Purchase Order or the normal use or sale thereof infringes any United States Letters Patent or copyright, and shall pay costs and damages finally awarded in any such suit, provided that Bidder is notified in writing of the suit and given authority, information and assistance at Bidder's expense for the defense of the suit. Bidder, at no expense to Authority, shall obtain for Authority the right to use and sell said item, or shall substitute an equivalent item acceptable to Authority and extend this patent indemnity thereto.

M. SUBCONTRACTORS AND ASSIGNMENTS

Neither this Agreement nor Purchase Order, nor any interest herein, nor any claim hereunder, may be assigned by the Bidder either voluntarily or by operation of law, nor may all or substantially all of this Agreement or Purchase Order be further subcontracted by the Bidder without the prior written consent of the Authority. No consent shall be deemed to relieve the Bidder of its obligations to comply fully with the requirements hereof.

N. DISPUTES

This Agreement or Purchase Order shall be construed and all disputes hereunder shall be settled in accordance with the laws of the State of California. Pending final resolution of a dispute hereunder, Bidder shall proceed diligently with the performance of this Agreement or Purchase Order.

O. NOTICE OF LABOR DISPUTE

Whenever Bidder has knowledge that any actual or potential labor dispute may delay this Agreement or Purchase Order, Bidder shall immediately notify and submit all relevant information to Authority. Bidder shall insert the substance of this entire clause in any subcontract hereunder, as to which a labor dispute may delay this Agreement or Purchase Order.

P. AUDIT AND INSPECTION OF RECORDS

Bidder and/or subcontractors shall provide Authority, or other agents of Authority, such access to Bidder's and/or subcontractor's accounting books, records, payroll documents and facilities as Authority deems necessary to examine, audit, and inspect all books, records, work data, documents and activities directly related hereto. Bidder shall maintain books, records, data and documents according to generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during Bidder's performance hereunder and for a period of four (4) years from the date of final payment by Authority hereunder.

Q. PROHIBITED INTEREST

The Bidder covenants that, for the term of this agreement, no member, director, officer or employee of the Authority during his/her tenure in office or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

R. RIGHTS IN DATA

Bidder agrees that all data including, but not limited to, drawings, tapes, software, photo prints and other graphic information required to be furnished under this Agreement or Purchase Order, together with any other information presented orally, shall be furnished with unlimited rights and as such, shall be free from proprietary restriction except as elsewhere authorized in this Agreement or Purchase Order. Bidder further agrees that all such data are owned by Authority and that Bidder shall have no interest or claim thereto, and that said data is subject to the provisions of the Freedom of Information Act, 5 USC 552.

S. FEDERAL, STATE AND LOCAL LAWS

Bidder warrants that in the performance of this Agreement or Purchase Order it

shall comply with all applicable federal, state, and local laws and ordinances and all lawful orders, rules and regulations.

T. EQUAL EMPLOYMENT OPPORTUNITY

If awarded an Agreement or Purchase Order resulting from this IFB, Bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The Bidder 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.

U. TERMINATION

Authority may terminate this Agreement for its convenience at any time, in whole or part, by giving Successful Bidder written notice thereof. Upon termination, the Authority may pay the Successful Bidder allowable costs incurred to date of termination, and those costs deemed reasonably necessary by the Authority to effect such termination. In addition, the Authority may pay the Successful Bidder a percentage of profit, which relates to Agreement work, accomplished to date of termination, which shall be the date of notice of termination.

The Authority may terminate the Agreement if a federal or state proceeding for the relief of debtors is undertaken by or against the Successful Bidder or if the Successful Bidder makes an assignment for the benefit of creditors, or in the event the Successful Bidder breaches the terms or violates the conditions of the Agreement, and does not within ten (10) days thereafter, cure such breach or violation, the Authority may immediately terminate the Agreement for default. The Successful Bidder shall be liable for any and all costs incurred by the Authority as a result of such default, including but not limited to reprourement costs of the same or similar services defaulted by the Successful Bidder under this Agreement.

V. CONFLICT OF INTEREST

All Bidders responding to this Invitation For Bids 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, a Bidder is unable, or potentially unable to render impartial assistance or advice to the Authority; a Bidder's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or a Bidder has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in your bid.

W. 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.

X. ALCOHOL AND DRUG POLICY

Contractor agrees to establish and implement an alcohol and drug program that complies with 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), which is included in this IFB as Exhibit E. Contractor agrees to produce any documentation necessary to establish its compliance with sections 701-707. Failure to comply may result in nonpayment or termination of the Agreement.

SECTION III
BID PACKAGE

SECTION III. BID PACKAGE

The Bidder should complete all the forms identified below. The Bid may not contain exceptions to or deviations from the requirement of this IFB.

EXHIBIT A. BID FORM

The Bidder must complete the Bid Form. In addition to providing the lump sum bid, the Bidder affirms the Bid Form statements.

EXHIBIT B. PRICE SUMMARY & APPROVED EQUALS LIST

EXHIBIT C. INFORMATION REQUIRED OF BIDDER

EXHIBIT D. STATUS OF PAST AND PRESENT CONTRACTS

EXHIBIT E. DRUG-FREE WORKPLACE ACT OF 1988

EXHIBIT F. SAFETY SPECIFICATIONS

Bidder must provided all the information requested in this form.

BID FORM

INVITATION FOR BIDS NUMBER: IFB 0-1335

DESCRIPTION: Janitorial Supplies

BIDDER'S NAME AND ADDRESS _____

NAME OF AUTHORIZED REPRESENTATIVE _____

TELEPHONE NUMBER _____

FAX NUMBER _____

BLANKET PURCHASE ORDER

Effective July 1, 2010 through June 30, 2013 for the Authority's Maintenance Department requirements on an as-requested basis, with no guaranteed usage, Janitorial Supplies as specified in Exhibit A entitled "Bid Form".

Quantities listed on the Price Summary Sheet are for evaluation purposes only and do not imply any guaranteed minimum or maximum usage by the Authority. **Bidders must bid all line items for consideration for award. Failure to bid all line items will result in the elimination of your bid.** Prices quoted shall remain firm for the term of the Blanket Purchase Order.

All freight costs to be included in the Bidder's price as the terms shall be F.O.B. destination.

Deliveries will be made to the following addresses:

- 4301 W. Mac Arthur Blvd., Santa Ana 92704
- 11790 Cardinal Circle, Garden Grove 92843
- 1717 E. Via Burton, Anaheim 92806

Deliveries must be made within four (4) days from the order date ____ (initial here).

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

If “yes”, please provide a complete and comprehensive listing of all such costs:

Cash discount allowable ____%____ days: unless otherwise stated, payment terms are:
Net 30 days. Cash/payment discounts will not be considered in the evaluation of bids.

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

I acknowledge receipt of IFB and Addenda Numbers: _____

AUTHORIZED SIGNATURE TO BIND BID: _____

PRINT SIGNER’S NAME AND TITLE: _____

DATE SIGNED: _____

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

PRICE SUMMARY & APPROVED EQUALS LIST

PRICE SUMMARY

ITEM	EST. ANNUAL QTY	UNIT	DESCRIPTION	VENDOR'S BRAND NAME & REFERENCE NUMBER	YEAR ONE	YEAR ONE	YEAR TWO	YEAR TWO	YEAR THREE	YEAR THREE
					UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	75	CS	WATERLESS HAND CLEANER WITH PUMICE (5 LB CAN) LOYAL #HA1600							
2	2	EA	DISPENSER (TO FIT ITEM NO. (#4) WHITE, CONT #4015D							
3	25	CS	LAVA HAND SOAP INDUSTRIAL SIZE BARS LAVA #WDC10383 (48 BARS/CASE)							
4	165	CS	LIQUID HAND SOAP COSMETIC (1 GAL/JUG, CASE) LANOTEX HAND SOAP							
5	200	CS	URINAL DEODORANT SCREENS WITH <u>NO BLOCK</u> KLEEN SCREEN #165							
6	100	CS	LINER #24, LINEAR LOW BUFF (15 x 9 x 23) OR 24 x 23- 10 GAL, (500/CASE) MIN .45 MIL, ANY COLOR							
7	380	EA	LINER #37, LINEAR LOW BUFF (16 x 14 x 36) OR 30 x 36- 20-30 GAL, (250/CASE) MIN 1 MIL, ANY COLOR							
8	380	CS	LINER #48, LINEAR LOW BUFF (23 x 17 x 46) OR 40 x 46- 40-45 GAL, (250/CASE) MIN 1.4 MIL, ANY COLOR							
9	70	CS	SHIELD OR TOILET SEAT COVERS HALF FOLD (5000 PER CASE) UNISOURCE #6211							

GRAND TOTAL ALL THREE YEARS

\$ _____

Product shall be delivered within four (4) days from the date of the order _____ (Initial here).

APPROVED EQUALS LIST JANITORIAL SUPPLIES

The following is a list of items which have been approved as equals*:

- | | |
|---------|--|
| Item #1 | Unisource Waterless Hand Cleaner 1046XX |
| Item #3 | Washwell Pumice Hand Soap, American Chem 1145-05
Gen Labs Hand Soap |
| Item #4 | Kathco Lemon Hand Lotion
American Chem. Pink Liquid Soap 1035-06
Derma Soft Castile Pink Soap 119XX
Waxie Lanotone Hand Soap
Waxie Superior Hand Soap
Gemtek SC-Heavy Duty Hand Cleaner |
| Item #5 | Kleen Screen #165
Fresh Urinal Screen with Deodorant Kathco #1001
Democratic Bulls Eye U-Screen #1800
Krystal Urinal Screen |
| Item #6 | Mobiltuff #PL2-2415
Kathco #24
Unisource BLL-48 .4 ML
Republic Bag 24x24 .6 mil
Pitt Plastics RPS5523K
Allstate Plastics #260040 |
| Item #7 | Mobiltuff #PL2-3730
Kathco #37
Republic Bag 33 x 41 1.1 ML
BLL-61 30x36 .90 Mil 250 #687661
Montebello Plastics #260336 |
| Item #8 | Mobiltuff #PL2-4850
American Chemical #4401-00
Unisource PBL-80 1.4 ML
Tyco LBF4046x2B 40 x 46 1.4 ml
Tyco LSF 4046HB 40 x 46 Steel Flex 1.4ml
Kathco Liner #48 40 x 46, 40-45 gl 1.4 ml
Montebello Plastics #260466 |
| Item #9 | Healthgards, American Chem 3928-05
Krystal Toilet Seat Covers. 5000/cs 20 pkg/250/pkg #K5000
Hospico Seat Covers |

Any request for an approved equal must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirements. The burden of proof as to the equality, substitutability, and compatibility of proposed alternates or equals shall be upon the Bidder, who shall be sole judge as to the equality, substitutability, and compatibility of proposed alternates or equals. See page two of this booklet (Paragraph D CLARIFICATIONS”).

INFORMATION REQUIRED OF BIDDER

The Bidder is required to supply the following information. Additional sheets may be attached if necessary.

- 1. Name of Bidder, Firm or Corporation: _____
- 2. Business Address: _____
- 3. Telephone/Fax: () _____
- 4. Type of Firm--Individual, Partnership or Corporation: _____
- 5. Corporation organized under the laws of state of: _____
- 6. Business License No.:_____ Years of Experience:_____
- 7. Expiration Date of Business License: _____
- 8. List the names and addresses of all owners of the firm or names and titles of all officers of the corporation:

- 9. List at least three project references for services rendered in the last two years:

Type of Service/Product	Date Completed	Name and Address of Owner	Contact Name and Phone Number	Total Cost

STATUS OF PAST AND PRESENT CONTRACTS

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 contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. 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.

If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. 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) Status of contract:	
2) Identify claims/litigation or settlements associated with the contract:	

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

Name Title		Date



DRUG-FREE WORKPLACE ACT OF 1988

THE FEDERAL LAW

This law, enacted November 1988, with subsequent modification in 1994 by the Federal Acquisition Streamlining Act, (*raising the contractor amount from \$25,000 to \$100,000*), requires compliance by all organizations contracting with any U. S. Federal agency in the amount of \$100,000 or more that does not involve the acquisition of commercial goods via a procurement contract or purchase order, and is performed in whole in the United States. It also requires that *all* organizations receiving federal grants, regardless of amount granted, maintain a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. The Law further requires that all *individual* contractors and grant recipients, regardless of dollar amount/value of the contract or grant, comply with the Law.

Certification that this requirement is being met must be done in the following manner:

By publishing a statement informing all covered employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the covered workplace, and what actions will be taken against employees in the event of violations of such statement.

By providing **ALL** covered employees with a copy of the above-described statement, including the information that as a condition of employment on the Federal contract or grant, the employee must abide by the terms and conditions of the policy statement.

For Federal contractors this encompasses employees involved in the performance of the contract. For Federal grantees all employees must come under this requirement as the act includes all "direct charge" employees (those whose services are directly & explicitly paid for by grant funds), and "indirect charge" employees (members of grantee's organization who perform support or overhead functions related to the grant and for which the Federal Government pays its share of expenses under the grant program).

Among "indirect charge" employees, those whose impact or involvement is insignificant to the performance of the grant are exempted from coverage. Any other person, who is on the grantee's payroll and works in any activity under the grant, even if not paid from grant funds, is also considered to be an employee.

Temporary personnel and consultants who are on the grantee's payroll are covered. Similar workers, who are not on the grantee's payroll, but on the payroll of contractors working for the grantee, are not covered even if physical place of employment is in the grantee's workplace.

By establishing a continuing, drug-free awareness program to inform employees of the dangers of drug abuse; the company's drug-free workplace policy; the penalties for drug abuse violations occurring in the workplace; the availability of any drug counseling, rehabilitation, and/or employee assistance plans offered through the employer.

By requiring each employee directly involved in the work of the contract or grant to notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not less than five (5) calendar days after such conviction.

By notifying the Federal agency with which the employer has the contract or grant of any such conviction within ten (10) days after being notified by an employee or any other person with knowledge of a conviction.

By requiring the imposition of sanctions or remedial measures, including termination, for an employee convicted of a drug abuse violation in the workplace. These sanctions may be participation in a drug rehabilitation program if so stated in the company policy.

By continuing to make a "good-faith" effort to comply with all of the requirements as set forth in the Drug-Free Workplace Act.

All employers covered by the law are subject to suspension of payments, termination of the contract or grant, suspension or debarment if the head of the contracting or granting organization determines that the employer has made any type of false certification to the contracting or grant office, has not fulfilled the requirements of the law, or has excessive drug violation convictions in the workplace. Penalties may also be imposed upon those employing a number of individuals convicted of criminal drug offenses as this demonstrates a lack of good faith effort to provide a drug-free workplace. The contract or grant officer may determine the number on a case-by-case basis. Employers who are debarred are ineligible for other Federal contracts or grants for up to five (5) years. Compliance may be audited by the Federal agency administering the contract or grant.

The Drug-free Workplace Act does not require employers to establish an employee assistance program (EAP) or to implement drug testing as a part of the program.

Source: Federal Registers April 11, 1988 & May 25, 1990 & the Federal Acquisition Streamlining Act of 1994 (FASA).

LEVEL 1 SAFETY SPECIFICATIONS

APPLICATION - Level 1 Safety Specifications apply to contracts as determined by the Authority, including subcontracts, with consultants that are entered into by and between the Authority or in the case of subcontracts, that arise out of a contract entered into by the Authority. The scope of these contracts require the contractor or consultant to manage recognized hazards with a potential of injury or property damage and may require routine unescorted access to Authority property, and including, but not limited to, work in and around maintenance areas, shop and bus base areas, on-board buses, highways, rail construction sites.

Examples of Level 1 scopes of work may include, but are not limited to, performing engineering, design or oversight tasks, audits or inspections and similar activities.

COMMODITY CODES

Safety specifications for the codes that follow generally apply to contracts that require work on Authority property or Authority controlled projects. Those exempt are generally delivery of parts or materials and some office services.

The following are **generally exempt** from safety specifications: Equipment, Parts, Rental, Supplies, Employment Services

200-1990	5330	5940-5970
2420-2890	5330	6150
5320	5560	

The following generally requires Level 1 Safety Specifications

5920-5930	6410	6580-6700	6760-6770	6950-7100
5980	6550-6560	6715-6740	6790-6930	7120-8680

PART I – GENERAL**1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS**

- A. The Consultants, its sub-tier Consultants, suppliers, and employees have the obligation to comply with all Authority HSEC policies, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Consultants or its sub-tier contractors may be cause for termination of scope, contracts, or agreements with the Authority, at the sole discretion of the Authority.

- C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to
- D. the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during the course of this work scope.
- E. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted for all Consultant personnel, sub-tier Consultants, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- F. The Consultant shall ensure that all Consultant vehicles, including those of its sub-tier Consultants, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- G. California Code of Regulations (CCR) Title 8 Standards are minimum requirements, each Consultant is encouraged to exceed minimum requirements. When the Consultant safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of public and workers.

1.2 HAZARD COMMUNICATION

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

1.3 ACCIDENT INVESTIGATION

- A. The Authority shall be promptly notified of any damage to the Authority's property, or incidents involving third party property damage, or reportable and/or recordable injuries (as defined by the U. S. Occupational Safety and Health Administration) to Authority employees and agents; Contractor, vendor employees or visitors and members of the general public that occurs or arises from the performance of Authority contract work. A comprehensive investigation and written report shall be submitted to Authority's Project Manager within 24 hours of the incident.
- B. A serious injury or incident may require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within 7 calendar days of the incident. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors leading to the incident, a root cause analysis, and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.

1.4 PERSONAL PROTECTIVE EQUIPMENT

- A. The Consultant, its sub-tier Consultants, suppliers, and employees are required to comply with the Authority's personal protective equipment (PPE) policy while performing work at any Authority facility, i.e. eye protection policy, hearing protection policy, head protection, safety vests, work shoe policy.
- B. The Consultant, its sub-tier Consultants, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.