

INVITATION FOR BIDS (IFB) 250223

LOT SWEEPING SERVICES



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

Key IFB Dates

Issue Date: Monday, June 22, 2026

Question Submittal Date: Thursday, July 2, 2026 before 5:00 pm

Bid Submittal Date: July 21, 2026

SECTION I. INSTRUCTIONS TO BIDDERS

A. NOTICE TO BIDDERS

IFB 250223, "Lot Sweeping Services"

TO: ALL BIDDERS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites bids from qualified contractors to perform lot sweeping services. The budget for this effort is \$1,476,000 for a three (3)-year initial term.

THIS IS A PREVAILING WAGE CONTRACT.

Please note that by submitting a Bid, Bidder certifies that it is not subject to any Ukraine/Russia-related economic sanctions imposed by the State of California or the United States Government including, but not limited to, Presidential Executive Order Nos. 13660, 13661, 13662, 13685, and 14065. Any individual or entity that is the subject of any Ukraine/Russia-related economic sanction is not eligible to submit a Bid. In submitting a Bid, all Bidders agree to comply with all economic sanctions imposed by the State or U.S. Government.

Bids must be submitted electronically through the Authority's OpenGov Procurement portal before 11:00 am, Tuesday, July 21, 2026.

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

Bidders interested in obtaining a copy of this Invitation for Bids (IFB) may do so by downloading the IFB from the Authority's OpenGov Procurement portal.

To receive all further information regarding this IFB, bidders and subcontractors must be registered on OpenGov Procurement and following this IFB on the [Authority's OpenGov Procurement portal](#).

A pre-bid conference will be held on Tuesday, June 30, 2026, at 10:00 am at the Authority's Administrative Office, 550 South Main Street, Orange, CA 92868 in Conference Room 07.

Participation via teleconference will also be available. Prospective bidders may join or call-in using the following credentials:

- Copy and Paste this link to join meeting online:
<https://teams.microsoft.com/meet/234512381721249?p=PzLORImdFLyIA7Zp5a>
- OR Call-in Number: +1 916-550-9867
- Conference ID: 303 892 38#

A copy of the pre-bid conference presentation slides and registration sheet(s) will be issued via addendum prior to the date of the pre-bid conference.

All prospective bidders are encouraged to attend the pre-bid conference.

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

The award of this contract is subject to receipt of federal, state and/or local funds adequate to carry out the provisions of the agreement including the project specifications.

B. PRE-BID CONFERENCE

A pre-bid conference will be held on Tuesday, June 30, 2026, at 10:00 am at Administrative Offices I: 550 South Main Street Orange, CA 92868 Conference Room 07.

Participation via teleconference will also be available. Prospective bidders may join or call-in using the following credentials:

- Copy and Paste this link to join meeting online:
<https://teams.microsoft.com/meet/234512381721249?p=PzLORImdFLyIA7Zp5a>
- OR Call-in Number: +1 916-550-9867
- Conference ID: 303 892 38#

An on-site/in-person conference will be held on July 2, at 08:00am. A copy of the pre-bid conference presentation slides and registration sheet(s) will be issued via addendum prior to the date of the pre-bid conference. All prospective bidders are encouraged to attend the pre-bid conference.

C. SITE VISIT

Santa Ana Base:

A site visit will be held in-person on Thursday, July 2, at 08:00 a.m.

For prospective Offerors who wish to join on-site/in-person, the site visit will be held at the Authority's Santa Ana Maintenance and Operations Base located at 4301 MacArthur Boulevard, Santa Ana, CA 92704.

Participants are limited to two (2) attendees per offeror. The Site Visit will begin promptly at 11:30 a.m. All attendees must bring and wear a reflective safety vest and safety glasses. Attendees not wearing a reflective safety vest and safety glasses will not be permitted to attend the Site Visit. The Authority will not provide reflective safety vests or safety glasses during the Site Visit.

Attendees should allocate approximately one (1) hour for the Site Visit. Upon arrival at the Santa Ana Maintenance and Operations Base, attendees shall make an immediate right after entering off of MacArthur and park at the visitor parking area. The Operations building is located directly in front of the parking lot, please wait in front of this building.

For your safety, please note:

- Reflective safety vests and safety glasses are required at all Authority bases.
- No cell phone use while walking in transit/parking areas.
- No driving in excess of 10mph on Authority property.

A copy of the site visit registration sheet(s) will be issued via addendum prior to the date of the site visit. Prospective offerors are strongly encouraged to attend the Site Visit.

D. 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.

E. ADDENDA

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

F. AUTHORITY CONTACT

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

Javier Lopez Jr
Section Manager II, Maintenance Procurement
(714) 560-5781
jlopezjr@octa.net

G. CLARIFICATIONS

1. Examination of Documents

Should a bidder require clarifications to this IFB, the bidder shall submit such a request for clarification or inquiry through the "Question and Answer" section of this IFB on the Authority's OpenGov Procurement portal prior to 5:00 pm on Thursday, July 2, 2026. 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 posted to this IFB on the Authority's OpenGov Procurement portal.

2. Preference for Materials

In accordance with the California Public Contract Code Section 3400, reference to any equipment, material, article or patented process, by trade name, make, or catalog number, shall not be construed as limiting competition. In those cases where the specifications call for a designated material, product, or service by specific brand or trade name and there is only one brand or trade name listed, the item involves a unique or novel product application required to be used in the public interest or is the only brand or trade name known to the Authority.

Where the specifications or drawings identify any material, product or service by one or more brand names, whether or not “or equal” is added, and the bidder wishes to propose the use of another item as being equal, approval shall be requested as set forth below.

3. Submitting Requests

All requests for clarification of specifications, or questions must be submitted electronically through the Authority's OpenGov Procurement portal and must be received before 5:00 pm on Thursday, July 2, 2026.

4. Authority Responses

Responses from the Authority will be posted on the OpenGov Procurement portal at <https://procurement.opengov.com/portal/octa/projects/247442>.

To receive email notification of Authority responses when they are posted on the OpenGov Procurement portal, firms and subconsultants must be registered on OpenGov and following this IFB on the Authority's portal.

H. 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.

I. SUBMISSION OF BIDS

1. Date and Time

Bids must be submitted before 11:00 am, on Tuesday, July 21, 2026.

Bids received after the time due will be rejected without consideration or evaluation.

Bids will be publicly opened in the Authority's Administration Office, 600 South Main Street, Orange, California 92863 at the submission time indicated above. Participation via teleconference will also be available. Bidders may join or call-in using the following credentials:

- Copy and Paste this link to join meeting online:
 - <https://teams.microsoft.com/meet/283282098865257?p=9tuYWs0lm609dJXPNF>
- OR Call-in Number: +1 916-550-9867
- Conference ID: 214 101 471#

2. Acceptance of Bids

- a. The Authority reserves the right to postpone bid openings for its own convenience.
- b. Bids received and opened by Authority are public information and must be made available to any person upon request.
- c. Submitted bids are not to be copyrighted.

J. PRE-CONTRACTUAL EXPENSES

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

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

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

K. JOINT BIDS

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

L. TAXES

Bids are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes. Contractor is responsible for payment of all taxes for any goods, services, processes, and operations incidental to or involved in the contract.

M. WITHDRAWAL OF BIDS

Bidder may electronically withdraw its bid at any time prior to the due date and time for submittals by clicking the "Unsubmit Response" button if the bid has already been submitted electronically.

N. PROTEST PROCEDURES

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

O. DELIVERY

The services described herein are to be performed at the following facilities:

Administrative Offices I:
550 South Main Street
Orange, CA 92868

Administrative Offices II:
600 South Main Street
Orange, CA 92868

Administrative Offices III:
2677 North Main Street
Santa Ana, CA 92705

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

Garden Grove Base:
11800 Woodbury Road
Garden Grove, CA 92843

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

Irvine Sand Canyon, Maintenance:
14736 Sand Canyon Road
Irvine, CA 92618

Irvine Base Construction Circle:
16281 Construction Circle West
Irvine, CA 92606

OC Streetcar Maintenance Storage Facility:
2008 W. 5th Street
Santa Ana, CA 92703

Fullerton Transportation Center
123 South Pomona
Fullerton, CA 92833

Laguna Beach Transportation Center
375 Broadway
Laguna Beach, CA 92651

Laguna Hills Transportation Center
24282 Calle De Los Caballeros
Laguna Hills, CA 92653

Laguna Hills Transportation Center
24282 Calle De Los Caballeros
Laguna Hills, CA 92653

Newport Transportation Center
1550 Avocado
Newport Beach, CA 92660

Brea Park-and-Ride
Lambert Road & 57 Freeway, CA

Fullerton Park-and-Ride
3000 West Orangethorpe Ave
Fullerton, CA 92833

P. CASH DISCOUNTS

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

Q. 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.

R. HAZARDOUS SUBSTANCES

1. CAL-OSHA Requirements

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

2. South Coast Air Quality Management District (SCAQMD)

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

3. Notice of Hazardous Substances

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

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

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

4. Hazardous Waste Labels

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

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

S. GENERAL WAGE RATES

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et.seq., and all applicable Federal requirements respecting prevailing wages.

It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum wage schedules. The Offeror to whom a contract for the work is awarded by the Authority shall comply with the provision of the California Labor Code, including, without limitation, the obligation to pay the general prevailing rates of wages in the locality in which the work is to be performed in accordance with, without limitation, Sections 1773.1, 1774, 1775 and 1776 of the California Labor Code governing employment of apprentices.

Copies of the prevailing rates of per diem wages are on file at the Authority's principal office at 550 S. Main Street, Orange, CA 92868 and are available to any interested party on request.

All laborers and mechanics employed by Contractor or subcontractor at any tier working on the construction site, will be paid unconditionally and not less often than once a week and without any subsequent deduction or rebate on any account (except such payroll deductions as are permitted or required by federal, state or local law, regulation or ordinance), the full amounts

due at the time of payment computed at wage rates and per diem rate not less than the aggregate of the highest of the two basic hourly rates and rates of payments, contributions or costs for any fringe benefits contained in the current general prevailing wage rate(s) and per diem rate(s), established by the Director of the Department of Industrial Relations of the state of California, (as set forth in the Labor Code of the state of California, commencing at Section 1770 et. Seq.), regardless of any contractual relationship which may be alleged to exist between Contractor or subcontractor and their respective mechanics, laborers, journeypersons, workpersons, craftspersons or apprentices. Wage schedules are available on the internet at http://www.dir.ca.gov/DLSR/statistics_research.html. Bidders shall utilize the relevant prevailing wage determinations in effect on the first advertisement date of the Notice Inviting Sealed bids. Contractor shall post a copy at each job site at which work hereunder is performed. In addition to the foregoing, Contractor agrees to comply with all other provisions of the Labor Code of the state of California, which are incorporated herein by reference, pertaining to workers performing work hereunder including, but not limited to those provisions for work hours, payroll records and apprenticeship employment and regulation program. Contractor agrees to insert or cause to be inserted the preceding clause in all subcontracts, which provide for workers to perform work hereunder regardless of the subcontractor tier.

T. CONTRACT AWARD

Any contract awarded as a result of this IFB, will be awarded to the lowest responsive and responsible bidder and shall be on a lump sum basis, in accordance with the requirements in this IFB. However, Authority reserves the right to award its total requirements to one bidder, or to apportion those requirements among several bidders, as the Authority may deem to be in its best interests.

U. AUTHORITY'S RIGHTS

1. The Authority reserves the right to accept or reject any and all bids, or any item or part thereof, or to waive any informalities or irregularities in bids.
2. The Authority reserves the right to withdraw or cancel this IFB at any time without prior notice. The Authority makes no representations that any contract will be awarded to any bidder responding to this IFB.
3. The Authority reserves the right to issue a new IFB for the project.
4. The Authority reserves the right to postpone the bid opening for its own convenience.
5. Each bid will be received with the understanding that acceptance by the Authority of the bid to provide the goods and services described herein shall constitute a contract between the bidder and Authority which shall bind the bidder on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted bid and specifications.
6. The Authority reserves the right to investigate the qualifications of any bidder, and/or require additional evidence of qualifications to perform the work.

V. PUBLIC RECORDS AND INFORMATION

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

W. FORMS

1. Status of Past and Present Contracts Form

Bidder is required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this IFB and submit as part of the bid. Bidder shall identify the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract. Bidder shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of the bid.

A separate form must be completed for each identified contract. Each form must be signed by the Bidder confirming that the information provided is true and accurate. Bidder is required to submit one copy of the completed form(s) as part of its bid.

2. List of Subcontractors Form

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

3. Bid Opening Sign-In Sheet

Bidders are advised that an optional teleconference is available for the bid opening scheduled for July 21, 2026, at <https://teams.microsoft.com/meet/283282098865257?p=9tuYWs0lm609dJXPNF>.

Prospective bidders can join or call-in using the following credentials:

- Copy and Paste this link to join the meeting online:
 - <https://teams.microsoft.com/meet/283282098865257?p=9tuYWs0lm609dJXPNF>
- OR Call-in Number: +1 916-550-9867
- Conference ID: 214 101 471#

The bid opening will begin promptly at 11:00am. Callers are requested to dial in and mute the call.

SECTION II. KEY CONTRACTUAL TERMS

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 (1) 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. 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.

F. 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.

G. 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.

H. NEW 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 or recycled, 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. CONFLICT OF INTEREST

All bidders responding to this IFB 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 Project Specifications is or might be otherwise impaired; or a bidder has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the bidder's bid.

V. CODE OF CONDUCT

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

SECTION III. SCOPE OF WORK

A. SCOPE OF WORK

See Exhibit A for full Scope of Work for this IFB.

SECTION IV. BID PACKAGE

A. BID

The Bidder shall complete all the forms identified below and contained in this IFB. The bid may not contain exceptions to or deviations from the requirements of this IFB.

Quantities listed on the Bid Summary Sheet are for evaluation purposes only and do not imply any guaranteed minimum or maximum usage by the Authority. Prices quoted shall remain firm for the term of the Agreement or Purchase Order.

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

1. Bid Form

In compliance with the Invitation for Bids, "**Lot Sweeping Services**", the Bidder with full cognizance thereof, hereby proposes to perform the entire work in strict compliance with all of the said requirements and provisions for the prices set forth herein upon which award of contract is made. The Bidder affirms that the information provided herein is true and accurate and that any misrepresentations are made under penalty of perjury.

Bidder's Authorized Representative - Name*

Please provide the full name of the Bidder's Authorized Representative.

*Response required

Bidder's Authorized Representative - Title*

Please provide the full title/position of the Bidder's Authorized Representative.

*Response required

Bidder's Authorized Representative - Telephone Number*

Please provide the full phone number of the Bidder's Authorized Representative. Be sure to include area code and extension (if applicable)

*Response required

Bidder's Authorized Representative - Fax Number

Please provide the full fax number of the Bidder's Authorized Representative. Be sure to include area code and extension (if applicable)

Bidder's Authorized Representative - Email Address*

Please provide the full email address of the Bidder's Authorized Representative.

*Response required

Bidder's Post Office Address*

Please provide the full physical address of Bidder as used by the post office or delivery service.

*Response required

2. Information Required of Bidder

Type of Firm*

Which type of firm best describes the Bidder's company?

- ☐ Individual
- ☐ Partnership
- ☐ Corporation

*Response required

Corporation?*

Is the Bidder's Company a corporation organized under the laws of a given State?

- ☐ Yes
- ☐ No

*Response required

When equals "Yes"

State of Incorporation*

Under the laws of what State is the Bidder's Company incorporated?

*Response required

DIR Registration Number*

What is your Public Works Contractor Registration (PWCR) Number as issued by the California Department of Industrial Relations?

*Response required

Certified Small Business?*

Is your firm a certified small business in California?

- ☐ Yes
- ☐ No

*Response required

Owners or Officers*

List the names and addresses of all owners of the firm or names and titles of all officers of the corporation.

*Response required

Project References*

List at least three project references for which Bidder has provided similar services and/or products in the last two years.

Please be sure to provide the following for each reference:

- Type of Service/Product

- Date Completed
- Name and Address of Owner
- Contact Name, Phone Number, and Email Address
- Total Cost

*Response required

3. Forms

Status of Past and Present Contracts Form*

Please download the below documents, complete, and upload.

- [Status of Past and Present ...](#)

*Response required

List of Subcontractors Form*

Please download the below documents, complete, and upload.

- [List of Subcontractors.docx](#)

*Response required

4. Submittal

Bidder Acknowledgement*

The Bidder hereby proposes to supply all services and products as required in the **IFB 250223, “Lot Sweeping Services”**, and to hold bid pricing for 120 calendar days after the bid close date.

☐ Please confirm

*Response required