

SECTION A - INVITATION FOR BID

IFB NO.: 2023-31

IFB TITLE: BUS WASH REPLACEMENT PROJECT

IFB PUBLIC NOTICE: Notice is hereby given that sealed bid/proposals for **Invitation For Bid ("IFB") Number: 2023-31 for IFB Title: BUS WASH REPLACEMENT PROJECT** shall be received by **Antelope Valley Transit Authority ("AVTA"), Procurement and Contracts Officer's Office, 42210 6th Street West, Lancaster, California, 93534, until 3:00 p.m. Pacific Time on June 15, 2023.** All bids/proposals received in proper form shall be publicly opened and read aloud on the same day at 3:00 p.m.

It is the sole responsibility of the Proposer to ensure the AVTA actually receives the bid/proposal by the specified time. **ALL PROPOSALS MUST BE TIME STAMPED BY THE AVTA BY THE STATED DEADLINE.** All late bids/proposals shall be rejected.

The outside of the sealed package must be clearly marked "**Sealed IFB**" with the **Proposer's Name, Address, IFB Number and Title, and the Closing Date.** **Proposer to submit one (1) original complete printed copy, and one (1) Thumb Drive copy of the IFB response within the sealed package.** Proposers should retain a copy for their records. All bid/proposals must be completed in ink or typewritten on a form to be obtained from the IFB documents and returned by the date and time stated above.

IFB DESCRIPTION: The Antelope Valley Transit Authority, located in Lancaster, CA, is undertaking a Bus Wash Replacement Project. Project to refurbish an existing bus wash bay. Work includes, but isn't limited to, demolition of certain bus wash equipment and associated components, removal and installation of new overhead doors, frames and operators, cleaning and painting of ceiling, cleaning and installation of epoxy walls and flooring coverings, installation of new bus washing equipment, components, and wiring, as detailed herein. Project floor space encompasses approximately 1,780 sq. feet (24' 6" x 72' 8") that is located at 42210 6th ST W, Lancaster, CA 93534. AVTA is implementing an approach that integrates professionalism and craftsmanship into a process that brings together a group's expertise, creativity, and insight, which maximizes efficiencies through a process that optimizes results at the best possible value. The selected firm is to provide an all-inclusive bid package to the Authority. The awarded firm shall complete all work within 180 calendar days from Notice to Proceed. The project is federally funded and requires compliance with all applicable FTA rules and regulations along with City of Lancaster, Los Angeles County, and State of California Departments, including and not limited to Department of Industrial Relations labor codes, rules, and regulations.

MANDATORY

June 1, 2023 at 1:30 P.M., Pacific Time

PRE-BID CONFERENCE:

Community Room, 42210 6th ST W, Lancaster, CA 93534

BID/PROPOSAL REQUIREMENTS:

BID/PROPOSAL SECURITY:

YES NO

Bid/Proposal security in the form of a certified check or cashier's check payable to Antelope Valley Transit AVTA, or a satisfactory bid/proposal bond, in the amount of five percent (5%) of the Contract total shall be submitted with each bid/proposal.

CERTIFICATE OF INSURANCE:

Upon award of a contract the successful Proposer shall be required to submit a standard ACORD Form 25 insurance certificate, or other form acceptable to AVTA, with required endorsement(s) as evidence of compliance with the contract insurance requirements. This shall be sent to the AVTA with the Contract, executed by the successful Proposer, before execution by the AVTA and prior to commencing work.

Pursuant to the Americans with Disabilities Act (ADA), Antelope Valley Transit Authority endeavors to ensure the accessibility of all of its programs, facilities and services to all persons with disabilities. If you need an accommodation for IFB meetings, please contact the Procurement and Contracts Officer's Office, at (661) 729-2288. Please provide a 24-hour notice so accommodations may be arranged.

Publication Dates: March 3, and 6, 2023

Insurance Requirements. The Proposer/Contractor must be able to maintain a minimum coverage as indicated in “Section I - Insurance Requirements”. Policies shall have additional insureds language, as detailed in this listed section.

Contractor and Subcontractor Licenses.

A. Contractor. Prime Proposer/Contractor performing construction services shall possess an active **Class “A” or “B” or “C-10” or “C-36” Licenses or any combination of the listed licenses** issued by the California Contractors State License Board will be required at the time the bidder’s proposal documents are submitted, unless otherwise required by state or federal law. Provide a copy of said license with the proposer’s submission. The successful Proposer/Contractor and their subcontractors will be required to possess business licenses from the City of Lancaster. **B. Subcontractor.** All Subcontractors performing construction services shall possess an active Licenses issued by the California Contractors State License Board (for their respective work) will be required at the time the proposer’s bid/proposal documents are submitted, unless otherwise required by state or federal law. Provide a copy of said license with the proposer’s submission. The successful Proposer/Contractor and their subcontractors will be required to possess business licenses from the City of Lancaster. List all Subcontractors on “SECTION D – BID FORMS, ATTACHMENT 9 – SUBCONTRACTOR DISCLOSURE FORM.

Community Workforce Agreement. AVTA, as AGENCY, hereby notifies all bidders that it has entered into a Community Workforce Agreement. This agreement will ensure the AVTA will have the properly trained crafts and skilled labor force necessary to accomplish its infrastructure and facility projects, in a timely and cost-efficient manner. Under the agreement labor relations policies and procedures are established for the Antelope Valley Transit Authority (“AVTA”) and the craft employees represented by unions engaged in these projects. **Contracts over the combined total amount of \$175,000.00 are required to comply with the Community Workforce Agreement.** Proposer/Contractor and Its Subcontractor (“bidders”) are encourage to review the full agreement herein, as shown in “SECTION E - COMMUNITY WORKFORCE AGREEMENT”. The fully executed “Community Workforce Agreement” is available for download at the Agency’s website:

Subcontractor Outreach. AVTA, as AGENCY, hereby notifies all bidders that it will affirmatively ensure that, in any contract entered into pursuant to this IFB, Disadvantaged Business Enterprise (“DBE”), Minority, Women and Small Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for the award of this contract and/or subtracting opportunities.

Disadvantaged Business Enterprises. The AGENCY has established a DBE goal of 9.00% participation for this project. It’s AVTA’s policy that Contractors must ensure DBE’s be encouraged to participate in the performance of contracts as set forth in 49 C.F.R. Part 26, that are financed in whole or in part with Federal Funds. Good Faith Effort documentation shall be submitted with the contractors bid. Section Failure to carry out the requirements of this paragraph shall constitute a breach of contract and may result in termination of this contract or other remedy AVTA may deem appropriate.

Proposers shall be fully informed with respect to the requirements of the Code of Federal Regulations (“C.F.R.”) and are urged to meet or exceed the DBE participation goal for this project.

Good Faith Effort. The Bidder must provide DBE documentation of those outreach actions made to satisfy Good Faith Efforts, as required herein. The required documentation of Good Faith Effort shall be submitted with the Proposer's Response to this IFB, in accordance with 49 C.F.R. Part 26. "See SECTION D – BID FORMS, PART 10 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS DOCUMENTATION ("GFE") FORM".

The following is a list of types of actions which may be considered part of the Bidder's Good Faith Efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in other appropriate cases.

- A. Documentation of action should include Caltrans DBE database, mail and phone logs, electronic searches and communication (web searches, emails), faxes (notifications), newspaper (advertisements) clippings or similar records documenting the use of identified sources of information about DBEs, and Bidder's efforts to contact them, and other efforts to meet the requirement of a Good Faith Effort.
- B. Soliciting through all reasonable and available communication means (e.g. attendance at pre-bid meeting, advertising, Caltrans DBE database, electronic and/or written notices) to contact all certified DBEs who have the capability to perform the work under an awarded contract. The Bidder must solicit this interest within sufficient amount of time to allow the DBEs to respond to the solicitation. The Bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- C. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into smaller economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
- D. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- E. (1) Negotiating in good faith with interested DBEs. It is the Bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform applicable work.

(2) A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime Proposer/Contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime Proposer/Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- F. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Proposer/Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Proposer/Contractor's efforts to meet the established project goal.
- G. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the Bidder or awarded Proposer/Contractor.

- H. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- I. Effectively using the services of available minority/women community organizations; minority/women/emerging Proposer/Contractors' groups; local, state, and federal minority/women/emerging business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

In determining whether a Bidder has made Good Faith Efforts, AVTA may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful Bidder fails to meet the contract goal, but others meet it, AVTA may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful Bidder could have met the goal. If the apparent successful Bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, AVTA may view this, in conjunction with other factors, as evidence of the apparent successful Bidder having made Good Faith Efforts.

Ineligible Subcontractors. Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of Proposer/Contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred Proposer/Contractors is available from the Department of Industrial Relations web site at <http://www.dir.ca.gov/dlse/debar.html>.

The provisions in the first paragraph of Section 2-3.2, "Self Performance," of the Standard Specifications for Public Works Construction, that the Proposer/Contractor shall perform with the Proposer/Contractor's own organization contract work amounting to not less than 20 percent of the original contract price will not change.

This requirement shall be enforced as follows:

- A. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

California Industrial Relations Registration Requirements. Effective July 1, 2014, all Proposer/Contractors and subcontractors are required to register annually with the Department of Industrial Relations (DIR) before submitting a bid and performing work on a public works project, pursuant to CA Labor Code Section 1725.5. Proposer/Contractor and/or Subcontractor(s) shall provide proof of such registration upon submission of a bid or proposal or no later than a solicitation closing date and time. Any bid received after the closing date and time stated above for any reason whatsoever will not be considered for any purpose but will be returned, unopened, to the bidder. Each bidder must submit a bid on standard forms provided in the bid package.

Subcontractor and DBE Records. The Proposer/Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime Proposer/Contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work. See "SECTION D – BID FORMS, ATTACHMENT 9 – SUBCONTRACTOR DISCLOSURE FORM".

DBE Certification Status. If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Proposer/Contractor in writing with the date of decertification. DBE subcontractor shall complete State of California, Department of Transportation (Caltrans), Form CEM-2403F indicating the DBE's existing certification status shall be signed and certified correct by the Proposer/Contractor. The completed form shall be furnished to AVTA within 30 days from the date of change.

If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Proposer/Contractor in writing with the date of certification. The Proposer/Contractor shall furnish the written documentation to AVTA, within 30 days from the date of change.

Subletting and Subcontracting. In compliance with the Subletting and Subcontracting Fair Practices Act, being Sections 4100-4113 of the California Public Contract Code, and any amendments thereto, each bidder shall set forth in "SECTION D – BID FORMS, ATTACHMENT 9 – SUBCONTRACTOR DISCLOSURE FORM", the name and location of the place of business of each subcontractor, including DBE subcontractor(s) who will perform work or labor or render service to the prime Proposer/Contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime Proposer/Contractor's total bid/proposal or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the prime contractor's total bid/proposal or ten thousand dollars (\$10,000), whichever is greater. The bidder shall further set forth the portion of the work, which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed. Failure to provide such information may render the bid unresponsive.

If the Proposer/Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth. In such cases, failure of the Proposer/Contractor to hold certain specialty licenses may render the bid unresponsive.

Subletting or subcontracting of any portion of the work to which Proposer/Contractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

List all subcontractors, including DBEs proposed for this project on the form provided in "SECTION D – BID FORMS, ATTACHMENT 9 – SUBCONTRACTOR DISCLOSURE FORM".

Performance of DBE Subcontractors and Suppliers. The DBEs listed by the Proposer/Contractor in response to the provisions in See "SECTION D – BID FORMS, ATTACHMENT 9 – SUBCONTRACTOR DISCLOSURE FORM" for "Designation of Subcontractors," and "Award of Contract" and "Execution of Contract," of these special provisions, which are determined by AVTA to be certified DBEs, shall perform the work and supply the materials for which they are listed, unless the Proposer/Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

Authorization to use other forces or sources of materials may be requested for the following reasons:

The listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project, or on the terms of such subcontractor's or supplier's written bid, is presented by the Proposer/Contractor.

The listed DBE becomes bankrupt or insolvent.

The listed DBE fails or refuses to perform the subcontract or furnish the listed materials.

The Proposer/Contractor stipulated that a bond was a condition of executing a subcontract and the listed DBE subcontractor fails or refuses to meet the bond requirements of the Proposer/Contractor.

The work performed by the listed subcontractor is substantially unsatisfactory and is not in substantial conformance with the plans and specifications, or the subcontractor is substantially delaying or disrupting the progress of the work.

It would be in the best interest of AVTA.

The Proposer/Contractor shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of the Proposer/Contractor) pursuant AVTA's prior written authorization.

Prompt Progress Payment To Subcontractors. Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

Prompt Payment of Withheld Funds to Subcontractors. The Proposer/Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed, even if the other contract work is not completed and has not been accepted in conformance with Section 6-8, "Completion and Acceptance," of the Standard Specifications. Contractual, administrative, or judicial remedies otherwise available to the Proposer/Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Proposer/Contractor or deficient subcontract performance or noncompliance by a subcontractor shall not be limited or impaired by this provision.

Davis-Bacon Wages. The successful bidder will be required to pay Federal prevailing wage scale for the classifications of workers required for the work associated with this Contract as determined by the Federal Wage Determination that is current within ten (10) days of the date of the bid opening. Copies of the Federal Wage Determination current as of this advertisement are included within the IFB Package. The Wage Determination current within ten (10) days of the IFB opening will be available to all plan holders by addendum prior to bid opening.

California Prevailing Wages. The Project constitutes a "public works project" and is subject to the payment of prevailing wages. The successful bidder will be required to pay not less than the general prevailing hourly wage rates, as determined by the Director of the Department of Industrial Relations pursuant to the California Labor Code Sections 1770 et seq., for each craft, classification, or type of workman needed to perform the Contract. These wages are available from the California Department of Industrial Relation's Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. The successful bidder shall also be required to comply with applicable State and Federal requirements governing the use of apprentices and helpers. **In cases of conflict between Federal (Davis-Bacon Act) Wage Scale and with California Prevailing Wage rates, the higher wage of the two (2) wage rates shall be applied to this Project.**

1. Prevailing Wages. In accordance with the provisions of Labor Code Section 1770 et seq., the Director of the Department of Industrial Relations of the State of California has ascertained the general prevailing rate of wages applicable to the Work to be done under contract for public improvement.
2. A copy of such documents is on file and may be inspected in the office of the Procurement and Contracts Officer, 42210 6th Street West, Lancaster, CA 93534.
3. Penalties. Proposer/Contractor shall comply with Labor Code Section 1775 and shall forfeit, as a penalty to AVTA, a sum not to exceed Two-hundred Dollars (\$200) dollars for each calendar day or portion thereof during which Proposer/Contractor or any subcontractor has paid to any worker employed in the project an amount less than that required by Subsection 37.1. Amount to be assessed as a penalty shall be established by the State of California Labor Commissioner and in accordance with Labor Code (Section 1775 et seq.).
4. Payroll Records. Proposer/Contractor's attention is directed to Labor Code Section 1776 relating to accurate payroll records, which imposes responsibility upon Proposer/Contractor for the maintenance, certification, and availability for inspection of such records for all persons employed by Proposer/Contractor or by the subcontractors in connection with the Project. Proposer/Contractor shall comply with this section and all other applicable provisions of the Labor Code.

Enforcement of the Requirement to Submit Electronic Certified Payroll Reports to DIR to Resume in August, 2016.

DIR advises Proposer/Contractors and subcontractors that the requirement to keep certified payroll reports (CPRs) has not changed. The electronic certified payroll reporting system is fully operational while DIR works on simplifying online reporting.

Enforcement of the requirement to submit certified payroll records using DIR's online system will resume in August, 2016.

DIR has additional compliance information on its [Public Works](#) page, as follows:

<http://www.dir.ca.gov/Public-Works/PublicWorks.html>

5. Working Hours. Proposer/Contractor shall forfeit, as penalty to the AVTA, the sum of Twenty-Five Dollars (\$25) dollars for each worker employed in the execution of this Contract by Proposer/Contractor or subcontractors for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3, Chapter 1, Part 7, Division 2 of the Labor Code (Section 1810 et seq.), except as hereinafter provided for under Labor Code Section 1815.
6. Overtime hours. Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of Labor Code Section 1815, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections (Sections 1810 to 1814), work performed by employees of Proposer/Contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.
7. Apprentices. Attention is directed to the provisions of Labor Code Sections 1777.5 and 1777.6 concerning the employment of apprentices by Proposer/Contractor or any subcontractor. Proposer/Contractor and all subcontractors shall comply with the requirements of such sections in the employment of apprentices. Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Department of Industrial Relations, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

Performance and Payment Bond. The successful bidder will be required to furnish a faithful Performance Bond in the amount of one hundred percent (100%) of the contract price, and a Payment Bond in the amount of one hundred percent (100%) of the contract price, both in a form satisfactory to the Agency General Counsel.

Discrepancies and Misunderstandings. Bidders must satisfy themselves by personal examination of the work site, Invitation For Bid, Specifications and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No bidder shall at any time after submission of a bid/proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of this Project. Any errors, omissions, or discrepancies found in the Invitation For Bid, or other contract documents shall be called to the attention of the AGENCY and clarified prior to the Proposer's submission of their IFB response. **BIDDER'S SOLE RESPONSIBILITY TO FIELD VERIFY ALL DIMENSIONS AND EQUIPMENT OF THE REQUIRED WORK OF THIS PROJECT.**