

INVITATION FOR BIDS (IFB) 3-3067

BATTERY CHARGERS FOR 40-FOOT PLUG-IN BATTERY ELECTRIC BUSES



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

Key IFB Dates

Issue Date:	March 26, 2024
Pre-Bid Conference Date:	April 2, 2024
Question Submittal Date:	April 8, 2024
Bid Submittal Date:	April 18, 2024

TABLE OF CONTENTS

SECTION I: INSTRUCTIONS TO BIDDERS	1
SECTION II: KEY CONTRACTUAL TERMS.....	11
SECTION III: PROJECT SPECIFICATIONS	18
SECTION IV: BID PACKAGE	19
EXHIBIT A: BID FORM	21
EXHIBIT B: PRICE SUMMARY SHEET.....	24
EXHIBIT C: INFORMATION REQUIRED OF BIDDER	25
EXHIBIT D: HEALTH, SAFETY & ENVIRONMENTAL SPECIFICATIONS	27
EXHIBIT E: STATUS OF PAST AND PRESENT CONTRACTS FORM.....	28
EXHIBIT F: LIST OF SUBCONTRACTORS	30
EXHIBIT G: BID OPENING SIGN-IN REGISTRATION	32



March 26, 2024

**SUBJECT: NOTICE OF INVITATION FOR BIDS (IFB)
IFB 3-3067: "BATTERY CHARGERS FOR 40-FOOT PLUG-IN BATTERY
ELECTRIC BUSES"**

TO: ALL BIDDERS

**FROM: CONTRACTS ADMINISTRATION AND MATERIALS
MANAGEMENT DEPARTMENT**

The Orange County Transportation Authority (Authority) invites bids from qualified contractors to provide battery chargers for 40-foot plug-in battery electric buses. The budget for this project is \$2,500,000 for a one-year term.

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 received in the Authority's office at or before 11:00 a.m. on April 18, 2024.

Bidders are advised that bid openings will be held both via teleconference and in-person. Bidders delivering bids at the Authority's office will be able to join bid openings in-person at Authority's Administrative Building located at 600 South Main Street, Orange, California 92868, Conference Room 101, or call-in using the following credentials:

1. [Bid Opening MS Teams Link](#)

Meeting ID: 236 694 136 283
Passcode: xBfEha

2. [+1 916-550-9867,,747554896#](#) United States, Sacramento
Phone Conference ID: 747 554 896#

The bid opening will begin promptly at 11:00 a.m. Attendees are required to complete the sign-in sheet on Exhibit G to this IFB and email it to the undersigned at sding@octa.net no later than noon **April 18, 2024**.

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, (Lobby Receptionist)
Orange, California 92868
Attention: Sue Ding, Sr. Contract Administrator**

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: Sue Ding, Sr. Contract Administrator**

Note: The Authority utilizes a third-party delivery service; therefore, anticipate a 48-hour delay in delivery of bids mailed to the P.O. Box listed above. Bids are considered received once time stamped at the Authority's physical address.

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

Bidders interested in obtaining a copy of this IFB may do so by downloading the IFB from CAMM NET at <https://cammnet.octa.net>.

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

To receive all further information regarding this IFB, bidders and sub-contractors must be registered on CAMM NET with the following commodity code for this solicitation selected as part of the vendor's on-line registration profile:

Category:

Fuel & Lubricants; Equipment

Maintenance Services -
Equipment

Professional Services

Commodity:

Fuel & Lubricant Equipment

Fuel Management Systems

Fuel & Lubricant Equipment -
Service

Fuel Management Services

Professional Consulting

Alternative Fuels Consulting

A pre-bid conference will be held both on-site/in-person and via teleconference on April 2, 2024, at 1:30 p.m.

For prospective Bidders who wish to join on-site/in-person, the pre-bid conference will be held at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 101.

Prospective Bidders not attending in-person may join or call-in using the following credentials:

- [Pre-Bid Conference MS Teams Link](#)
Meeting ID: 283 126 046 744
Passcode: fEPsDn
- Or call in (audit only): [+1 916-550-9867](#)
Phone Conference ID: 300 199 903#

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

All bidders will be required to comply with all applicable equal opportunity laws and regulations.

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

SECTION I: INSTRUCTIONS TO BIDDERS

SECTION I. INSTRUCTIONS TO BIDDERS

B. PRE-BID CONFERENCE/SITE VISIT

A pre-bid conference will be held both on-site/in-person and via teleconference on April 2, 2024, at 1:30 p.m.

For prospective Bidders who wish to join on-site/in-person, the pre-bid conference will be held at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 101.

Prospective Bidders not attending in-person may join or call-in using the following credentials:

- [Pre-Bid Conference MS Teams Link](#)
Meeting ID: 283 126 046 744
Passcode: fEPsDn
- Or call in (audit only): [+1 916-550-9867](#)
Phone Conference ID: 300 199 903#

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

C. 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.

D. 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.

E. AUTHORITY CONTACT

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

Sue Ding, Sr. Contract Administrator
Contracts Administration and Materials Management Department
Phone: 714.560.5631

Email: sding@octa.net

F. 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. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter which will be sent to all firms registered on CAMM NET under the commodity codes specified in this IFB.

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

- a. All questions, clarifications and requests for approved equals must be submitted via email to sding@octa.net and must be received by the Authority no later than **5:00 p.m., on April 8, 2024**.
- b. Questions and comments must be clearly labeled, "IFB 3-3067 Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.

4. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than five (5) calendar days before the scheduled date of bid opening. Bidders may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via U.S. Mail by emailing the request to Sue Ding, Sr. Contract Administrator.

To receive email notification of Authority responses when they are posted on CAMM NET, bidders and their subcontractors must be registered on CAMM NET with at the following commodity code for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u>	<u>Commodity:</u>
Fuel & Lubricants; Equipment	Fuel & Lubricant Equipment
	Fuel Management Systems
Maintenance Services - Equipment	Fuel & Lubricant Equipment - Service
Professional Services	Fuel Management Services
Professional Consulting	Alternative Fuels Consulting

Inquiries received after **5:00 p.m. on, April 8, 2024**, will not receive a response.

G. 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.

H. SUBMISSION OF BIDS

Bidder is responsible for ensuring third-party deliveries arrive at the time and place as indicated in this IFB.

1. Date and Time

Bids must be received in the Authority's office at or before 11:00 a.m. on April 18, 2024.

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

Bidders are advised that bid openings will be held both via teleconference and in-person. Bidders delivering bids at the

Authority's office will be able to join bid openings in-person at Authority's Administrative Building located at 600 South Main Street, Orange, California 92868, Conference Room 406, or call- in using the following credentials:

1. [Bid Opening MS Teams Link](#)

Meeting ID: 236 694 136 283
Passcode: xBfEha

2. [+1 916-550-9867,,747554896#](#) United States, Sacramento
Phone Conference ID: 747 554 896#

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, (Lobby Receptionist)
Orange, California 92868
Attention: Sue Ding, Sr. Contract Administrator**

Or 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: Sue Ding, Sr. Contract Administrator**

Note: The Authority utilizes a third-party delivery service; therefore, anticipate a 48-hour delay in delivery of bids mailed to the P.O. Box listed above. Bids are considered received once time stamped at the Authority's physical address.

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 No. 3-3067 BATTERY CHARGERS FOR 40-FOOT PLUG-IN
BATTERY ELECTRIC BUSES"**

Bidder shall be entirely responsible for any consequences, including disqualification of the bid, resulting from any inadvertent opening of unsealed or improperly identified packages. It is the bidder's sole responsibility to see that its bid is received as required.

4. 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.

I. 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.

J. 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.

K. 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.

L. Withdrawal of Bids

Bidders may withdraw its bid at any time prior to the time set for opening of bids by means of written request signed by the bidder or its proper authorized representative. Such written request shall be delivered to the Contracts Administrator at the address

noted in the cover notice of this IFB.

M. 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.

N. DELIVERY LOCATIONS:

Santa Ana Base

4301 MacArthur Boulevard, Santa Ana, CA 92704

O. WITHDRAWAL OF BIDSS

Bidders may withdraw its bid at any time prior to the time set for opening of bids by means of written request signed by the bidder or its proper authorized representative. Such written request shall be delivered to the Contracts Administrator at the address noted in the cover notice of this IFB.

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. CONTRACT AWARD

Any contract awarded as a result of this IFB, will be awarded to the lowest responsive and responsible bidder, 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. The Term of the Blanket Purchase Order will be one (1) year.

T. 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.

U. 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.

V. 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 Exhibit F, which lists all subcontractors performing work in excess of one half of one percent (1/2 of 1%) of the bid amount per the instructions set forth in Section I "Instructions

to Bidders”.

3. Bid Opening Sign-In Sheet

Bidders are advised that an *optional* teleconference for the bid opening on April 18, 2024, at 11:00 a.m. is available. The bid opening will begin promptly at 11:00 a.m. Bidders who wish to join on-site/in-person, the pre-bid conference will be held at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 101. Callers are requested to dial in and mute the call. Bids are still to be submitted per the instructions of IFB 3-3067 Attendees are required to complete the sign-in sheet on Exhibit G to this IFB and email it to the undersigned at sding@octa.net no later than noon **April 18, 2024**.

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. 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: PROJECT SPECIFICATIONS

PROJECT SPECIFICATIONS
Battery Chargers for 40-foot Plug-In Battery Electric Buses

1. Overview

The Orange County Transportation Authority (OCTA) intends to procure one (1), 450 kWh pantograph vehicle charging station (charger) and ten (10), 150 kWh battery chargers to be used to recharge on-board batteries of 40-foot-battery electric buses, electric vans, and other electric vehicles having a wide range of on-board battery storage capacities. The vehicles will be interfaced with the chargers are equipped with different battery chemistry, e.g., Lithium-ion (Li-ion), Nickel Manganese cobalt (NMC), Nickel Metal Hydride (Ni-MH), Lithium Sulphur (Li-S) and others and as such, the battery chargers are expected to operate seamless under all potential different charging protocols and conditions.

OCTA intends to have these chargers installed at the OCTA Santa Ana Base location.

2. Definitions

Charging Equipment: The equipment that encompasses all the components needed to convert, control and transfer electricity from the grid to the vehicle for the purpose of charging batteries. May include chargers, controllers, couplers, transformers, ventilation, etc.

OEM: Original equipment manufacturer.

BEB. Battery Electric Bus.

SOC. Batteries State of Charge.

UL. Underwriters Laboratories.

OCCP. Open Charge Point Protocol.

Charging Interface: The equipment and/or coupler used to create a connection between the charging equipment and the vehicle for the purpose of recharging a vehicle's batteries.

Charging Station: The location that houses the charging equipment connected to a utility's electric service to provide electricity to a vehicle's battery system through a charging interface.

Code: A legal requirement.

Energy Storage System (ESS): A component or system of components that stores energy and for which its supply of energy is rechargeable by the on-vehicle system (engine/regenerative braking/ generator) or an off-vehicle energy source.

DC to DC Converter: A module that converts a source of direct current from

one voltage level to another.

High Voltage (HV): Greater than 50 V(AC and DC).

Zero-Emission Vehicle (ZEV): A vehicle that emits no tailpipe emissions from the onboard source of power.

Special Tools: Tools not normally stocked by the Agency.

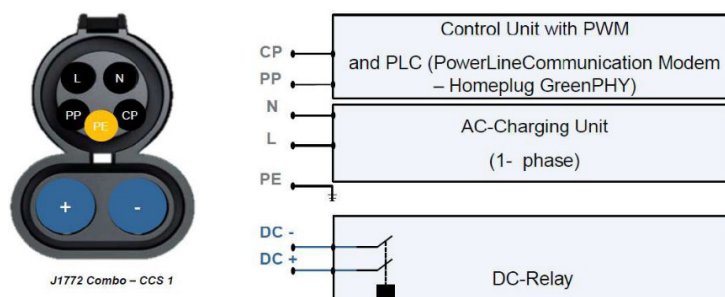
State of Charge (SoC): Quantity of electric energy remaining in the battery relative to the maximum rated amp-hour (Ah) capacity of the battery expressed in a percentage. This is a dynamic measurement used for the energy storage system. A full SoC indicates that the energy storage system cannot accept further charging from the engine-driven generator or the regenerative braking system.

overhead conductive charger: An overhead pantograph charger conforming to the SAE J3105-1 standard capable of delivering up to 450 kW or higher to the bus to support automated, on-demand, conductive charging. Can be used for depot or on-route charging operations.

2.1. Intended Use

The battery chargers are intended for OCTA's New Flyer Xcelsior heavy-duty bus platform, configured with a 438 kWh, Xalt Energy Storage System (ESS), in compliance with both SAE J3105 and OppCharge charging standards. The battery chargers shall be equipped with intelligent, programmable controllers capable of adjusting energy throughput to reduce cost based on demand charges.

The buses shall be charged using Direct Current (DC) CCS Type 1 compliant equipment based on, SAE J1772 and SAE J3068 standards and, rapid charging, using OppCharge compliant fast charging equipment. The bus builder is working to have full compliance with SAE J3105 standard. Bus charging can be initiated from either the charger user panel or the bus, however, will only begin once all programmed safety conditions are met. The bus monitors battery State of Charge (SOC), temperature and other parameters during charging and determines the maximum charge rate to be pulled from the charger. Alternatively, a low power charge can be selected at the charger panel.

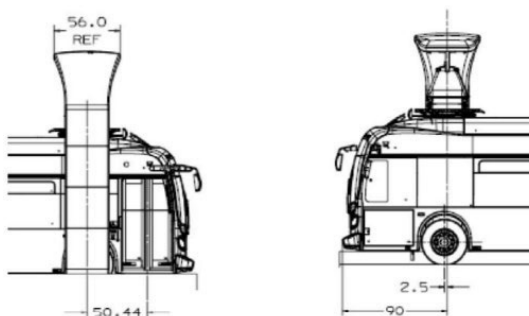
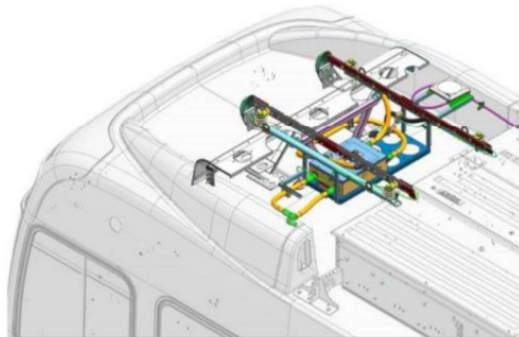


2.2. Pantograph. Overhead Charging Provisions

Contractor shall provide four-point contact, downward-extending pantograph style high power charger in compliance with SAE J3105-1 or, an applicable open standard required to be interfaced with the bus' roof-mounted contact rails to allow charging of the energy storage system on-route, at terminals, or at a depot, at the maximum recommended rate for the energy storage system.



The existing rails mounted on the roof of the OCTA buses are based on New Flyer's configuration in accordance with SAEJ3105 charge rail positioning. The approximate location is shown in the images below.



3.4 Referential Bus Specification

Brand:	New Flyer
Fuel:	Battery Powered Buses
Battery Manufacturer:	XALT Energy Storage System
Battery Capacity:	438 kWh to 650 kWh
Connector Interface:	SAE J1772 standard
Pantograph:	SAE J3105 standard
Number:	C40LFR
Length:	40'
Axle type:	MAN V8-65L Front, 14,870 Lbs. & MAN HP-1352-B Rear, 27,760 Lbs.
Axle Ratio:	544:1

3. Requirements

3.1. General

The intent of this specification is to describe OCTA's expectations of the requested deliverables without necessarily describing each individual item, connector, product, features, attributes, functionality, interface, etc., in all-inclusive detail; therefore, the Contractor must comply with the requirements as stated in this project specifications document and submit its bid accordingly.

3.2. Legal

All provided products and work shall comply with all applicable federal, state, local regulations, and accepted industry practices typical for this type of work/deliverables. The successful bidder shall not be allowed to subcontract more than fifteen percent (15%) of the total contractual award. In the event of any conflict between the requirements of this specification and any applicable legal requirement, the legal requirement shall prevail. Technical requirements that exceed the legal requirements are not considered to conflict.

3.3. Southern California Edison

OCTA will potentially partner with Southern California Edison (SCE) and their Charge Ready Program. As such, the battery chargers that will be permitted are those currently approved by SCE, or at the time of bidder's proposal it a requirement for them to be SCE approved.

3.4. Material/workmanship

All components provided/supplied shall be new and of Original Equipment Manufacturer (OEM). In no case shall be used, reconditioned, or obsolete

parts be accepted. Unless otherwise specified, the dimensions of all parts shall be in accordance with current standards, i.e., Society of Automotive Engineers (SAE) or the metric equivalent. All parts shall conform in material, design and workmanship to industry standards and shall meet or exceed all UL (Underwriters Laboratories) and/or Intertek ETL (Electrical Testing Labs) safety certifications and standards. No advantages shall be taken by the Contractor in the omission of any parts or details that make the battery chargers complete and ready for service, even though such parts or details are not mentioned in this Project Specifications.

Workmanship throughout shall conform to the highest standard of commercially accepted practice for this class of work/product/deliverables and shall result in a neat and finished appearance. Exposed metal surfaces that are susceptible to corrosion shall be properly prepared and coated with protective coating to insure against corrosion or deterioration during the operational life expectancy of the equipment. Chargers shall be equipped with emergency stop and, normal on & off switching provisions having clear, visual, or audible indicators of the charger's status indicating if the chargers are "Active/On or Non-Active/Off".

3.5. AC/DC ARC FLASH RISK ASSESSMENT

Bidders must provide in their bid submittals, a charger's AC/DC Arc Flash Risk Assessment including the personal protective equipment (PPE) category required for personnel operating the units. Refer to Section 6. Submittal. It shall be the operator's responsibility to properly identify the Arc Flash Category level and PPE needed.

3.6. OEM Parts

OCTA requires the use of OEM parts when available. Any substitutions for OEM parts with another manufacturer's part must be identified and be formally approved by OCTA before issuing the contract.

3.7. Bus OEM. New Flyer of America.

The OEM builder, New Flyer of America, requires the plug-in chargers to operate under the SAE J1722 and, the pantograph chargers under SAE J3105 protocols.

For any questions and/or clarifications, please contact New Flyer's
Walter Yang.
Regional Sales Manager.
C 480.688.0798
walter_yang@newflyer.com

3.8. Delivery Schedule

All hardware shall be delivered within one hundred and twenty (120) days

after award of agreement.

3.9. Training and Manuals

Operating, maintenance and upkeeping Training shall be provided within one hundred twenty (120) days of award of agreement and shall include visual aids that will be retained by OCTA's Training Section, programming instructions, 10 sets of hardbound operating and service manuals plus, one set of electronic manuals intended to be uploaded in OCTA's electronic training library.

4. Specification

4.1. Type

The plug-in battery chargers shall be ABB HVC150C, or equivalent, individual depot charge boxes with pedestals or approved equal platforms. The battery chargers shall be OCPP 2.01 Certified.

OPTIONAL PRICING REQUESTED.

The chargers shall be configured to operate in a parallel fashion and shall be built with all necessary provisions to allow future expansion by being capable of having two additional, remote plug-in dispensers added, for a total of three (3) energy delivery points, e.g., one via pantograph provisions, plus two via plug-in connectors.

At the time of delivery, the chargers shall be equipped with one-single plug-in dispenser.

4.2. Plug-In Chargers. Design Requirements:

- a. The chargers shall be capable of connecting to a three-phase, 60 Hz electrical supply at 480 VAC, or approved alternative.
- b. Charging protocol, SAE J1772.
- c. Certified UL/CSA.
- d. The charging system must be able to dispense power as commanded by the battery management system of a range of vehicle types. Actual charge power is dependent on vehicle battery voltage and will decrease as battery voltage increases.
- e. While charging, power factor shall exceed 95 percent (or 0.95).
- f. Standby power consumption must be minimized.
- g. The charging equipment shall be capable of operating continuously in the manufacturer's designed operating profile without performance or safety degradations.
- h. The connectors shall not be energized except when mated with the bus mounted receptacle.
- i. Access doors shall be lockable (cabinets keyed the same) and use secure latching.

- j. Chargers shall be equipped with robust cable management hardware sufficient to safely, and effectively store charging cables, for 12-ft cable length, while providing operators with ease of connection to the bus. Cable management provisions shall, at all times, prevent the cable from touching the ground.
- k. Chargers shall allow the Authority to set operational power limits.
- l. New charging sessions shall be automatically restarted after power outage and restoration, to the extent safe and in accordance with applicable standards.
- m. Controls shall include features to prevent progressive charging system damage resulting from any one or more operating issues, or out-of-limit operating conditions.
- n. The electronics enclosures shall be located outdoors and as such, they must be rated at UL 508A or above.
- o. Each charger shall be capable of communicating to an external network for the purposes of charge management and control.
- p. Charging equipment with multiple dispensers shall be capable of providing power to all connected buses to provide battery and cabin temperature preconditioning.
- q. If multiple dispensers cannot be powered simultaneously, charging equipment provides a means of sequencing among the dispensers during and after charging to provide battery and cabin temperature preconditioning, as well as to continually restore any charge that may be lost in the bus while the dispenser was unpowered.
- r. Charging equipment is capable of scheduled completion of charges and temperature preconditioning activities where the schedule is settable and changeable by Authority.
- s. Chargers shall be equipped with local operator panel at dispenser for automatic or manual operation, for retrieving diagnostic codes, and for resetting charging session(s).
- t. External (emergency disconnect switch or main breaker shutoff) shall be provided in compliance with applicable electrical codes, standards, and requirements.

4.3. Pantograph/Overhead Conductive Chargers. Design Requirements.

At the time of delivery, the pantograph charger shall be equipped with provisions to interact with New Flyer's configuration in accordance with SAEJ3105 charge rail positioning and OCTA bus requirements.

OPTIONAL PRICING REQUESTED.

In addition to the pantograph charging provisions, the pantograph charger shall be designed/configured to operate in a parallel fashion, built with all necessary provisions to allow future expansion by being capable of having three remote plug-in dispensers added, at later date if the Authority desires to follow this route.

- a. The overhead conductive charging stations must comply with all applicable local, state, and federal codes.
- b. The charger shall be capable of connecting to a three-phase, 60 Hz electrical supply at 480 VAC, or approved alternative.
- c. The overhead pantograph support structural element shall be designed so it can attach to the horizontal ground as a freestanding structural element.
- d. The charging system must be able to dispense a rated continuous output of (approx.) 450 kWh.
- e. The connector type shall be inverted pantograph.
- f. The charging equipment shall be capable of operating continuously without performance or safety degradations in the OCTA environment, and under all weather conditions found in Orange County, California when interfaced with any electric bus or vehicle equipped with overhead railings.
- g. To ensure proper bus alignment, chargers shall utilize communication links in accordance with SAE J3105 standards to determine bus identity and when bus is properly aligned for extension of pantograph.
- h. Charging equipment shall be rated for wind and seismic loadings as determined by ASCE 7, with an importance factor of 1.0, while supporting a retracted or operationally extended pantograph and/or applicable conditions at the Authorities' San Ana Base location.
- i. While charging, power factor shall exceed 95 percent (or 0.95).
- j. Standby power consumption must be minimized.
- k. The connectors shall not be energized except when mated with the bus charge rails.
- l. Access doors shall be lockable (cabinets keyed the same) and use secure latching.
- m. Charger shall be capable of setting operational limitations on charging.
- n. New charging sessions shall be automatically restarted after power outage and restoration, to the extent safe and in accordance with applicable standards.
- o. Controls shall include features to prevent progressive charging system damage resulting from any one or more operating issues or out-of-limit operating conditions.
- p. If electronics enclosures are located outdoors, they must be rated at UL 508A or above.
- q. Each charger shall be capable of communicating to an external network for the purposes of charge management and control.
- r. The overhead pantograph shall be capable of manually disconnecting and retracting the charging interface in the event of a system or power failure.
- s. All manual operations for the chargers must include detailed, explicit instructions for ensuring that power is removed, and the system is safe prior to any work on the system.

- t. Chargers shall be equipped with local operator panels for manual operation, for retrieving diagnostic codes and for resetting charge session.
- u. The charging system must be equipped with [local operator panel, cloud-based system] for manual operation, retrieving diagnostic codes, and resetting charging sessions for the set of chargers being offered.
- v. External, emergency disconnect switch or main breaker shutoff shall be provided in compliance with electrical codes, standards, and local requirements.

4.4. Data Collection/Applicable to Plug-in and Pantograph Chargers.

Description

The following information for each charging event (session) will be collected and available via secure web interface, and available for download/export to Excel/CSV:

1. Telematic Interface with BEB's to log initial and final SOC and other pertinent data.
2. Odometer reading (fleet vehicles)
3. Charging session being Time Stamped (local time)
4. Unique ID for Charging Event
5. Unique ID for BEB based on the Authority's BEB numbering sequences, e.g., bus # 1210, 1211, etc.
6. Charger ID and Location.
7. Charging Event Duration (connect time)
8. Active Charging Time
9. Energy (kWh) delivered/dispensed.
10. Session fee (if any)
11. Unique ID for Authority Personnel or another user's connecting and activating the charger.
12. Report showing number of sessions by time, viewable by sessions per day, per week, or per month and exportable to Excel/CSV
13. Report showing total energy (kWh), viewable by energy per day, per week, or per month and exportable to Excel/CSV
14. Report showing each charger utilization (hours per day), configurable by hours of the day (e.g., 8am to 5pm), weekday vs weekend (or both).
15. Report showing revenue over time, viewable by day, by week, or by month and exportable to Excel/CSV
16. Report unauthorized charging incidents upon detection of unrecognizable vehicular ID.
17. Report irregular charging status, charging interruption, and inability to charge up vehicle due to any reasons.

4.5. Networking and Cloud Services.

Applicable to Plug-ins and Pantograph chargers.

1. Chargers must be networked for remote management – describe in comments how stations communicate with the network and with each other.
2. Chargers shall have the ability to operate on the OCPP Network (preferred).
3. Chargers must connect to the network via the Ethernet.
4. Chargers and Network must be PCI (Payment Card Industry) compliant.
5. Chargers must have the ability to notify the driver or fleet manager (for fleet vehicles) when charging is complete or if a charging session has been disrupted.
6. Chargers must have the ability to limit access to the station – describe in comments how user access may be restricted including ability to selectively hide the station from online services (mobile apps, station maps, etc.)
7. Chargers must have the ability to collect revenue from the driver – describe in comments how sessions are authorized and how funds are collected from drivers and settled with the station owner.
8. Chargers must have flexible pricing options, including hourly, by kWh, by session, and vary the price by time of day or length of session – describe pricing options in comments.
9. Chargers must be able to provide free charging to select vehicles/drivers – describe capabilities in comments.
10. Chargers' real-time status and availability must be available to drivers online via mobile app and/or website – described in comments.
11. Non-payment access control for Authority's vehicles.
12. Options for dual access for Level III chargers; payment and non-payment
13. Networking options with OCTA's S&A Fleetwatch system

4.6. Supporting Materials.

- a. The bidder shall provide complete charging equipment specifications for the equipment being proposed.
- b. The bidder shall provide information and options for power supply requirements for individual chargers.
- c. The bidder shall provide mounting and installation manuals for all necessary components, including civil, electrical, and mechanical infrastructure requirements.
- d. If the bidder has multiple options above the required power level, those options should be clearly described, including costs for each.
- e. The bidder shall provide a complete description of the vendor qualifications that may be required to perform work related to installation or maintenance of the bidder's equipment.
- f. The bid package shall contain a complete description of the charging equipment, including:
 - Southern California Edison approval for the proposed chargers; plug-in and pantograph.
 - compliance with charge standards, electrical safety standards and UL classification.
 - charger efficiency.
 - charger dimensions/weight.
 - connector type.
 - rated power output.
 - standby power consumption.
 - a graph showing continuous current output versus voltage throughout the full operating range.
 - IP and/or NEMA ratings.
 - country of origin.
 - Buy America compliance.
 - ambient operating temperature ratings.
 - equipment thermal management; and
 - details on:
 - charging instructions.
 - automatic and manual control capabilities.
 - dispenser control panel display features and operator functions, if equipped.
 - communication management options (cellular, Ethernet, fiber, Wi-Fi).
 - operations and maintenance manuals.
 - options for preventive maintenance (contract with OEM terms/cost, training to perform with own forces/contracted third party).
 - electrical disconnect switch description; and
 - maintenance requirements.
- g. The Bidder must describe the methods for ensuring that charging equipment is capable of safely and effectively making connections and operating in all weather conditions, e.g., hot days, cooler days, rain, etc.

- h. In addition to the Authority's requirements, the bidder must describe software and connectivity options, web tools, APIs, etc. to facilitate data transmission to back offices and remote management of the charger.

4.7. Quantity

Ten (10), plug-in, HVC150C chargers with boxes, pedestals and all required parts and accessories, plus one (1) pantograph style charger with all required parts and accessories.

5. Logistics

5.1. Delivery Location

Contractor shall be responsible for delivering all components provided to the Santa Ana Base location:

Santa Ana Base, Maintenance
4301 West MacArthur Blvd.
Santa Ana, CA 92704

5.2. Damage

If any abnormalities, damage, missing components, and any others are detected by OCTA personnel after the delivery of the chargers, the Contractor shall be responsible for correcting all discrepancies found during the OCTA's initial inspection at the OCTA facility. If the charger(s) are required to be sent out for repairs, then the Contractor shall be solely responsible for all packaging, shipping chargers, scheduling, fees, etc.

The contractor assumes all liabilities and risks associated with component delivery, storage, proper licensing and insurance for drivers and companies used to transfer components to and from OCTA's properties.

Contractor shall exclusively be responsible for all damages, liabilities, risks, and others, and excludes OCTA, OCTA property, OCTA personnel, representatives, agents and others of any liabilities, damages and/or risks associated with the delivery of these components to the specified OCTA Location.

5.3. Service

If the chargers fail to properly operate after installation in the OCTA facility, or within the warranty period, the Contractor shall be responsible to perform the needed repairs at the OCTA facility, within twenty-four (24) hours after receipt of the notification of failure. Labor required to remove and install a defective component, shall be billed back to the Contractor. If the charger(s) are required to be sent out for repairs, then the Contractor shall be solely responsible for all packaging, shipping chargers, scheduling, fees, etc.

5.4. Warranty

An all-inclusive warranty, without exceptions, on all provided components shall be for thirty-six (36) months. The warranty shall commence after each charger's installation and after the in-service start up. All warranty services shall be provided by the Contractor, on site at OCTA's location where the chargers shall be installed. The contractor shall correct any, and all defects under the warranty provisions. After correcting the defect, the Contractor shall undertake all reasonably steps designed to prevent the occurrence of the same defect in all other chargers, or components impacted by the identified defect. The charger's in-service/operation dates shall be considered after their installation, and it shall be used as the start of the warranty. OCTA shall provide proof of in-service/operation start date.

Corrosion Warranty.

The plug-in and pantograph chargers shall be covered by a 6-year, all inclusive, corrosion warranty. The Contractor shall be responsible for any needed upkeeping, application of coatings, maintenance and/or, periodic replacement of components prone to rust, or experiencing rusting conditions. All work shall be performed at the OCTA location where the chargers will be domiciled.

5.5. Training

The contractor shall coordinate and schedule all training sessions with OCTA's Maintenance Training Section. Training may be held onsite or virtually as requested by OCTA. Additionally, Contractor shall be responsible for providing all manuals, study guides, audio visuals, materials, printouts, and all others required to provide the requested content on a class-room environment.

5.5.1. Operator Training

Five (5) sessions of three (3) hours each, intended for OCTA's personnel responsible for operating, connecting, and disconnecting the chargers to the buses. Training shall include detailed safety guidelines, personnel protective equipment required, modes of operation and any others associated with this level of activities.

5.5.2. Maintenance Training

Five (5) training sessions of three (3) hours each, intended for OCTA's Facility Maintenance personnel responsible for servicing, maintaining, performing daily operational checkups and all other tasks related to servicing the chargers associated with daily, routine, or periodic maintenance and servicing functions.

5.6. Diagnostic Tools.

Contractor shall provide an itemized, and detailed list of tools, peripherals, interfaces, and any others required to perform diagnostics, status reviews, troubleshooting and any others associated with the maintenance and upkeep of the chargers and its software-based control system.

6. Submittal

Contractor/Bidder must provide the following information as part of their bid:

1. Contractor's statement indicating its intention to meet all requirements listed in the scope of work including the expected delivery timeline using as a reference the notice to proceed.
2. AC/DC Arc Flash Risk Assessment for the charger's operation, servicing, and maintenance.
3. Applicable MSDS.
4. Production schedule, including manufacturing phases and delivery timeline to OCTA. All hardware shall be delivered within ninety (90) days of award of agreement. Training shall be delivered within one hundred twenty (120) days of award of agreement or, as scheduled by the Authority.
5. Manuals; four (4) Complete, separate sets of manuals including Servicing, Operating, Maintenance, Safety Guidelines, Software (or App) Operation, wireless interface, configuration changes, etc.
6. A clearly outlined and detailed list of components to be provided by the Contractor, e.g., charger, mounting pedestal, cable management provisions, software, interfaces, etc., including firm-fixed pricing, tax included, for all components, parts, systems, etc. to be provided in compliance with OCTA specs.
7. Complete, and detailed warranty statement.
8. Detailed list of diagnostic tools and peripherals required to inspect, service and maintain the chargers and its operational control system.

SECTION IV: BID PACKAGE

SECTION IV. BID PACKAGE

The bidder shall complete all the forms identified below. The bid must not contain exceptions to or deviations from the terms or requirements 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 that the Bid Form statements are true and correct.

EXHIBIT B. PRICE SUMMARY SHEET – pricing for all line items must be filled out. Bidders submitting an incomplete Price Summary Sheet will be deemed to be non-responsive.

EXHIBIT C. INFORMATION REQUIRED OF BIDDER

Bidder must provide all the information requested in this form.

EXHIBIT E. STATUS OF PAST AND PRESENT CONTRACTS FROM

Bidder shall complete and submit Exhibit E, per the instructions set forth in Section I “Instructions to Bidders.”

EXHIBIT F. LIST OF SUBCONTRACTORS

Bidder shall complete and submit Exhibit F, per the instructions set forth in Section I “Instructions to Bidders.”

EXHIBIT A: BID FORM

BID FORM

INVITATION FOR BIDS NUMBER:	3-3067
DESCRIPTION:	BATTERY CHARGERS FOR 40- FOOT PLUG-IN BATTERY ELECTRIC BUSES
BIDDER'S NAME AND ADDRESS	_____ _____ _____
NAME OF AUTHORIZED REPRESENTATIVE	_____
TELEPHONE NUMBER	_____
FAX NUMBER	_____
EMAIL ADDRESS	_____
I acknowledge receipt of IFB and Addenda Numbers:	_____
AUTHORIZED SIGNATURE TO BIND BID:	_____
PRINT SIGNER'S NAME AND TITLE:	_____ _____
DATE SIGNED:	_____

BLANKET PURCHASE ORDER

Effective for a one (1)-year term through June 30, 2025 for the Authority's requirements as specified in Section III, entitled "Project Specifications."

Prices quoted shall remain firm for the term of the Purchase Order and include direct costs, indirect costs, standby time, trip time, profits, and any other costs.

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

Any Purchase Order awarded as a result of this IFB will be awarded to the lowest priced, responsive and responsible Bidder and shall be on a lump sum basis, in accordance with the requirements in this IFB.

Bidders must submit pricing for **all items listed on Exhibit B, Price Summary Sheet**, in order to be considered responsive.

Bidder must provide the following information as part of their bid:

1. Contractor's statement indicating its intention to meet all requirements listed in the scope of work including the expected delivery timely using as a reference the notice to proceed.
2. AC/DC Arc Flash Risk Assessment for the charger's operation, servicing, and maintenance.
3. Applicable MSDS.
4. Production schedule, including manufacturing phases and delivery timeline to OCTA. All hardware shall be delivered within ninety (90) days of award of agreement. Training shall be delivered within one hundred twenty (120) days of award of agreement or, as scheduled by the Authority.
5. Manuals; four (4) Complete, separate sets of manuals including Servicing, Operating, Maintenance, Safety Guidelines, Software (or App) Operation, wireless interface, configuration changes, etc.
6. A clearly outlined and detailed list of components to be provided by the Contractor, e.g., charger, mounting pedestal, cable management provisions, software, interfaces, etc., including firm-fixed pricing, tax included, for all components, parts, systems, etc. to be provided in compliance with OCTA specs.
7. Complete, and detailed warranty statement.
8. Detailed list of diagnostic tools and peripherals required to inspect, service and maintain the chargers and its operational control system.

EXHIBIT B: PRICE SUMMARY SHEET

PRICE SUMMARY SHEET

Enter below the firm-fixed price for each item described in Section III, Project Specifications. Prices shall include direct costs, indirect costs, shipping and handling, profits, and any other costs specified in the Project Specifications.

Item No.	Ten (10) 150 KWH Battery charger and one (1) 350-500 KWH Pantograph style Charger	Qty	Unit Price	Extended
1	150 KWH Battery Charger, including all required provisions, cable management such as cable retractors etc., intended to prevent cable and connectors to make physical contact with the ground and all others as described in the technical specifications.	10	\$ _____/ea	\$ _____
2	350 - 500 KWH Complete Pantograph style battery charger with the support structure/provisions required to be mounted/bolted to the ground as a free-standing structure. The Pantograph style charger shall provide four-point contact, downward-extending pantograph style high power charger in compliance with SAE J3105-1 or, an applicable open standard required to be interfaced with the bus' roof-mounted contact rails to allow charging of the energy storage system on-route, at terminals, or at a depot, at the maximum recommended rate for the bus/or vehicle's energy storage system.	1	\$ _____/ea	\$ _____
3	Diagnostics tools and troubleshooting equipment and interfaces including detailed list with itemized pricing for each item. OCTA reserves the right to select any, all or none of the items provided under this category.	1	\$ _____/ea	\$ _____
4	Operator Training Hours: Fifteen (15) Training hours to be provided at any OCTA facility located in Orange County, California, shall include all maintenance, service and repair manuals, study guides, audio visuals, materials, printouts and, all others required to provide the requested content in a class-room environment.	15 hrs.	\$ _____/hr	\$ _____
5	Maintenance Training Hours: Fifteen (15) Training hours to be provided at any OCTA facility located in Orange County, California, shall include all needed/required maintenance, service and repair manuals, study guides, audio visuals, materials, printouts and, all others required to provide the requested content in a class-room environment.	15 hrs.	\$ _____/hr	\$ _____
6	Optional Pricing: For OCTA to set up pantograph charger to operate in a parallel fashion, built with all necessary provisions to allow future expansion by being capable of having three remote plug-in dispensers added, at later date if the Authority desires to follow this route.	1	\$ _____/ea	\$ _____
7	Warranty all inclusive, 36 months starting after commissioning (full install and operational) the for 150KWH Battery Charger, Depot Charge box, cables and others	10	\$ _____/ea	\$ _____
8	Warranty Corrosion, all inclusive, all components, 72 months starting after commissioning (full install and operational) the for 150KWH Battery Charger, Depot Charge box, cables and others	10	\$ _____/ea	\$ _____
9	Pantograph. All inclusive Warranty , 36 months starting after commissioning (full install and operational) the for pantograph battery Charger, including enclosures, retracts, protections, articulation, cables and others	1	\$ _____/ea	\$ _____
10	Pantograph. Corrosion Warranty, all inclusive, all components, for 72 months starting after commissioning (full install and operational status) the for pantograph Battery Charger, Depot Charge box, cables and others	1	\$ _____/ea	\$ _____
11	Delivery charges			\$ _____
12	Santa Ana sales Tax 9.25% (applicable to parts only)			\$ _____
TOTAL PRICE:			\$ _____	

EXHIBIT C: INFORMATION REQUIRED OF BIDDER

INFORMATION REQUIRED OF BIDDER

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

1. Name of Bidder: _____
2. Business Address: _____
3. Telephone () _____ Fax () _____ E-Mail: _____
4. Type of Firm - Individual, Partnership or Corporation: _____
5. Corporation organized under the laws of state of: _____
6. Contractor's License No.: _____ Class _____ Years of Experience: _____
7. Expiration Date of License: _____
8. Is your firm a certified small business in California? Yes _____ No _____
9. List the names and addresses of all owners of the firm or names and titles of all officers of the corporation:
10. 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, Phone Number and Email address	Total Cost

EXHIBIT D: HEALTH, SAFETY & ENVIRONMENTAL SPECIFICATIONS

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be cause for termination of scope 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 the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements; each Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be applied for the safeguard of public and employees.

1.2 REGULATORY

- A. Injury/Illness Prevention Program
The Contractor shall comply with CCR Title 8, Section with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier contractors, suppliers, and vendors. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

B. Substance Abuse Prevention Program

Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

C. Heat Illness Prevention Program

Contractor shall comply with CCR Title 8, Section, Section 3395, Heat Illness Prevention. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

D. Hazard Communication Program

Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable chemical products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

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

E. Storm Water Pollution Prevention Plan

The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements. The program or plan if required by scope shall be provided to the Authority's Project Manager, upon request, within 72 hours.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:

1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
3. Incidents impacting the environment, i.e. spills or releases on Authority projects or property.
4. Outside Agency Inspections; agencies such as Cal/OSHA, DTSC, SCAQMD, State Water Resources Control Board, FTA, CPUC, EPA, USACE and similar agencies.

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work. An immediate verbal notice followed by an initial written incident investigation report shall be submitted to the Authority's Project Manager within 24 hours of the incident.
- C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos of the incident area, detailed description of what happened, Photos of the existing conditions and area of the injury/incident, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury, copy of Cal/OSHA 300 log of work related injuries and illnesses, the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.
- D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.
 - 1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
 - 2. Serious Incident: includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.
 - 3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

4. Significant Near Miss Incident; includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

- A. Upon contract award, the contractor within 10 business days shall designate a health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.
- B. This person shall be a competent or qualified individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards (Cal/OSHA) and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.

1.5 PERSONAL PROTECTIVE EQUIPMENT

- A. The Contractor, its subcontractors, suppliers, and employees are required to comply with applicable personal protective equipment (PPE) requirements while performing work at any Authority project or property. Generally minimum PPE requirements include eye protection; hearing protection, head protection, class 2 or 3 safety reflective vests, and appropriate footwear.
- B. The Contractor, its subcontractors, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects or property. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

1.6 REFERENCES

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

END OF SECTION

EXHIBIT E: STATUS OF PAST AND PRESENT CONTRACTS FORM

STATUS OF PAST AND PRESENT CONTRACTS FORM

On the form provided below, Offeror/Bidder shall list the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract.

A separate form must be completed for each contract. Offeror/Bidder shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value. Offeror/Bidder shall also provide a brief summary and the current status of the litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations. If the contract was terminated, list the reason for termination.

Offeror/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. Each form must be signed by an officer of the Offeror/Bidder confirming that the information provided is true and accurate.

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

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

Name

Signature

Title

Date

EXHIBIT F: LIST OF SUBCONTRACTORS

LIST OF SUBCONTRACTORS

List only the subcontractors which will perform work or labor or render services to the Bidder in excess of one-half of one percent of the Bidder's total bid amount. Do not use alternative subcontractors for the same work. (Use additional sheets if necessary.)

Name & Address Under Which Subcontractor is Licensed	License Number	Specific Description of Work to be Rendered	Type	Dollar Amount
				\$
				\$
				\$
				\$
				\$
				\$
				\$

TOTAL VALUE OF SUBCONTRACTED WORK	\$
--	-----------

Bidder's Name: _____

*Type:	
1. Subcontractor	3. Trucker
2. Vendor/Supplier	4. Broker

EXHIBIT G: BID OPENING SIGN-IN REGISTRATION



BID OPENING REGISTRATION

IFB #: 3-3067

Date: April 18, 2024, 11:00 a.m.

Title: Battery Chargers for 40-Foot Plug-In Battery Electric Buses

Company Name	Attendee's Name	Email Address
Attendee's Signature:	<hr/>	