

INVITATION FOR BIDS (IFB) 4-2566

**VEHICLE CHARGING STATION
(CHARGERS) FOR BATTERY
ELECTRIC VANS**



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

Key IFB Dates

Issue Date:	November 1, 2024
Pre-Bid Conference Date:	November 5, 2024
Question Submittal Date:	November 8, 2024
Bid Submittal Date:	November 21, 2024

FEDERAL TRANSIT ADMINISTRATION FUNDED PROJECT

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November 1, 2024



**SUBJECT: NOTICE OF INVITATION FOR BIDS (IFB)
IFB 4-2566: "VEHICLE CHARGING STATION (CHARGERS) FOR BATTERY
ELECTRIC VANS"**

TO: ALL BIDDERS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites bids from qualified contractors to provide vehicle charging station (chargers) for battery electric vans. The budget for this project is \$300,000 for a one-year term.

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

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 November 21, 2024.

Bidders must provide the information referenced in RFP, Section III, Project Specifications, Section 4.4 Supporting Materials and Section 6. Submittal as part of their bid.

Bidders shall also provide a base/standard warranty for the chargers as part of their bid.

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: 267 008 881 178

Passcode: nBTZC9

Phone conference ID: 387 337 174#

2. [+1 916-550-9867,,387337174#](#) United States, Sacramento

The bid opening will begin promptly at 11:00 a.m. Attendees are required to complete the sign-in sheet on Exhibit N to this IFB and email it to the undersigned at sding@octa.net no later than noon **November 21, 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:

<u>Category:</u>	<u>Commodity:</u>
Fuel & Lubricants; Equipment	Fuel & Lubricant Equipment

Maintenance Services -
Equipment
Professional Services
Professional Consulting

Fuel Management Systems
Fuel & Lubricant Equipment -
Service
Fuel Management Services
Alternative Fuels Consulting

A pre-bid conference will be held both on-site/in-person and via teleconference on November 5, 2024, at 2:30 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:

1. [Pre-Bid Conference MS Teams Link](#)

Meeting ID: 238 658 985 135

Passcode: SfErEt

1. [+1 916-550-9867,,93452130#](#) United States, Sacramento

Phone conference ID: 934 521 30#

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

A. PRE-BID CONFERENCE

A pre-bid conference will be held both on-site/in-person and via teleconference on November 5, 2024, at 2:30 p.m.

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Meeting ID: 238 658 985 135
Passcode: SfErEt
2. [+1 916-550-9867,93452130#](#) United States, Sacramento
Phone conference ID: 934 521 30#

B. 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.

C. 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.

D. 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

E. 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 November 8, 2024**.
- b. Questions and comments must be clearly labeled, **"IFB 4-2566 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://cammmnet.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, November 8, 2024**, will not receive a response.

F. 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.

G. 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 November 21, 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 101, or call-in using the following credentials:

1. [Bid Opening MS Teams Link](#)
Meeting ID: 267 008 881 178
Passcode: nBTZC9
2. [+1 916-550-9867,,387337174#](#) United States, Sacramento
Phone conference ID: 387 337 174#

3. **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.

4. **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. 4-2566 VEHICLE CHARGING STATIONS (CHARGERS)
FOR BATTERY ELECTRIC VANS"**

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.

5. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. DISADVANTAGED BUSINESS ENTERPRISE

This project is subject to Part 26 of Title 49 of the Code of Federal regulations (CFR), entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" ("Regulations"). The Regulations in their entirety are incorporated herein by this reference under Section V titled "Disadvantaged Business Enterprises". The Authority has established an overall DBE project Goal of zero percent (0%). Bidders are to be fully informed respecting the DBE requirements and the Regulations. A copy of the Authority's DBE program for this project is included in this IFB.

M. DELIVERY LOCATION:

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

N. 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.

O. CASH DISCOUNTS

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

P. 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.

Q. 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.

R. **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.

S. 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.

T. 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.

U. IRAN CONTRACTING ACT CERTIFICATION

This form requires the Bidder to certify that the Bidder is not engaged in specified investment activities in the energy sector of Iran.

V. BIDDER'S LICENSING REQUIREMENTS

In conformance with the current statutory requirements of Section 7028.15 of the California Business and Professions Code, regarding submission of a bid without a license, the Bidder shall provide as part of the bid a valid State of California license number, class or type and date of expiration.

Furthermore, the Bidder shall ensure that all subcontractors fully comply with the appropriate licensing requirements. The Bidder shall also certify that all information provided and representations made in the bid are true and correct, and made under penalty of perjury. Bidders shall provide this information on Exhibit M, "List of Subcontractors" presented in the IFB. Failure to provide the information on the certification form or elsewhere as part of the bid shall render the Bidder nonresponsive to this solicitation and will result in the rejection of the bid.

W. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY PARTICIPANT AND LOWER-TIER PARTICIPANTS

Unless otherwise permitted by law, any person or Bidder (Prime or Sub-contractor) that is debarred, suspended, or voluntarily excluded, as defined in the Federal Transit Administration (FTA) Circular 2015.1, dated April 28, 1989, may not take part in any federally funded transaction, either as a participant or a principal, during the period of debarment, suspension, or voluntary exclusion. Accordingly, the Authority may not enter into any transaction with such debarred, suspended, or voluntarily excluded persons or firms during such period.

X. FORMS

BIDDERS MUST SUBMITTED ALL FORMS WITH THEIR BID.

1. BID FORM – EXHIBIT A

The Bidder must complete and execute the Bid Form, which must be submitted in its entirety. Failure to submit the executed Bid Form in its entirety will result in the bid being non-responsive. In addition to providing the lump sum bid, the Bidder affirms the Bid Form statements.

2. PRICE SUMMARY SHEET – EXHIBIT B

3. INFORMATION REQUIRED OF BIDDER – EXHIBIT C

Bidder must provide all the information requested in this form.

4. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS – EXHIBIT E

Each Bidder must complete the following forms and submit with its bid:

- DBE Participation Commitment Form – Exhibit E-1

- Bidders List – Exhibit E-2
- DBE Letter of Acknowledgement and Commitment – Exhibit E-3

5. CERTIFICATION OF RESTRICTIONS ON LOBBYING – EXHIBIT F

As a recipient of federal funds, the Authority is required to certify compliance with the influencing restrictions and efforts of bidder to influence federal officials regarding specific procurements in excess of \$100,00.00 that must be disclosed pursuant to section 1352, Title 31, U.S. Code.

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

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

This form must be completed and submitted to the Contract Administrator responsible for this procurement within fifteen (15) days of award notice by the Authority. Failure to provide the completed and signed forms will result in cancellation of award.

6. BUY AMERICA – EXHIBIT G

Pursuant to 49 CFR Part 661, as amended by Section 337 of the Surface Transportation and Uniform Relocation Act of 1987, no federal funds authorized by the Urban Mass Transportation Act of 1964, as amended; 23 USC 103 (e)(4); and Section 14 of the National Capital Transportation Act of 1969 as amended; and which were obligated by the Federal Transit Administration (FTA) after January 6, 1983 shall be obligated by the Authority unless steel and manufacturers’ products used in such articles are produced in the United States.

A Bidder providing articles that do not meet the above provision must submit a written request to the Authority, which may be forwarded, to FTA. FTA shall review the request for waiver and FTA may grant such a waiver if FTA determines that:

The application of the domestic preference requirements would be inconsistent with the public interest; Materials are not produced in the

United States in sufficient and reasonably available quantities and of a satisfactory quality; or

The inclusion of a domestic item or domestic material will increase the cost of the contract for the item or material by more than 25 percent.

FTA may grant a waiver in the case of the procurement of buses and other rolling stock (including train control, communications and traction power equipment), if the cost of components and subcomponents of such items which are produced in the United States is more than 60 percent for contracts entered into after April 1, 1992 with any supplier or contractor or any successor in interest or assignee which complied with the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982 prior to April 2, 1987.

To determine costs of components or subcomponents for compliance with the Buy America Requirements, the Bidder is referred to the Federal Register, Volume 56, No. 6, Dated January 9, 1991.

In order to demonstrate compliance with the Buy America Requirements, Bidder shall complete the Certificates of Compliance/Noncompliance, included in this IFB. Failure to complete the appropriate certificate shall render a Bidder non-responsive to this solicitation and will result in the rejection of the bid.

7. IRAN CONTRACTING ACT CERTIFICATION – EXHIBIT H

This form requires the Bidder to certify that the Bidder is not engaged in specified investment activities in the energy sector of Iran, is exempted from the requirements, or the bid not subject to the Iran Contracting Act.

8. BIDDER'S CERTIFICATE OF COMPLIANCE – WORKERS' COMPENSATION INSURANCE – EXHIBIT I

In conformance with current statutory requirements of Section 1860, et. seq., of the California Labor Code, bidder shall execute the bidder's Certificate of Compliance Regarding Workers' Compensation Insurance.

9. NON-COLLUSION DECLARATION – EXHIBIT J

This form requires the Bidder to certify that the bid is not collusive or a sham. This form is to be signed, dated and is part of the bid.

10. STATUS OF PAST AND PRESENT CONTRACTS FORM – EXHIBIT L

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.

11. LIST OF SUBCONTRACTORS FORM – EXHIBIT M

Bidder shall complete Exhibit M, which lists all subcontractors performing work in excess of one half of one percent ($\frac{1}{2}$ of 1%) of the bid amount per the instructions set forth in Section I "Instructions to Bidders".

Y. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

The Bidder shall include the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity provides notice to Bidder regarding the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications".

Z. CERTIFICATION OF RESTRICTIONS ON LOBBYING

This form requires the bidder to certify compliance with the lobbying requirements of 31 U.S.C. Section 1352 and the applicable regulations under 49 CFR part 19 and 20. (Required if the bid is equal or greater than \$100,000). Failure to submit the executed Form will render the bid non-responsive.

AA. DISCLOSURE OF LOBBYING ACTIVITIES

This form requires the bidder to disclose lobbying activities pursuant to the requirements of 31 U.S.C. Section 1352. If bidder does not have any reportable activities to disclose, they shall check the box entitled "No Reportable Activities" on the attached Standard Form LLL "Disclosure of Lobbying Activities" and complete Section 16 of the form. The certifying official shall sign and date the form, print his/her name, title and telephone number. Failure to submit the executed Form will render the bid non-responsive.

BB. 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.

SECTION II: KEY CONTRACTUAL TERMS

SECTION II. KEY CONTRACTUAL TERMS

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

A. ACCEPTANCE OF ORDER

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

B. CHANGES

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

C. INVOICE AND PAYMENT

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

D. WARRANTIES

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

standard warranties. Inspection and acceptance of items by Authority, or payment therefore, shall not relieve bidder of its obligations hereunder.

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

E. INSURANCE

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

1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', contractual Liability, Personal Injury Liability, and Property Damage with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate.;
2. Automobile Liability Insurance to include owned, hired and non-owned autos with a minimum combined single limit of \$1,000,000;
3. Worker's Compensation with limits as required by the State of California, including waiver of subrogation in favor of Authority, its officers, directors, employees or agents; and
4. Employers' Liability with minimum limits of \$1,000,000.

Proof of such coverage, in the form of an insurance company issued policy endorsement and a broker-issued insurance certificate, must be received by the Authority prior to contract award. Proof of insurance coverage must be received by Authority, prior to contract execution. The Authority, its officers, directors, employees and agents must be designated as an additional insured on the commercial general liability certificate.

F. EXCESS REPROCUREMENT LIABILITY

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

G. PACKING AND SHIPPING

All items shall be prepared for shipment and packed to prevent damage or deterioration and shipped at the lowest transportation rates in compliance with carrier tariffs. All shipments to be forwarded on one day, via one route, shall be consolidated. Each container shall be consecutively numbered, and marked with

the herein Agreement or Purchase Order and part numbers. Container and Agreement or Purchase Order numbers shall be indicated on bill of lading. Two copies of packing slips, showing Agreement or Purchase Order number, shall be attached to No. 1 container of each shipment. Items sold F.O.B. origin shall be shipped prepaid. No charges will be paid by Authority for preparation, packing, crating, cartage or freight.

H. TITLE AND RISK OF LOSS

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

I. 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.

J. INSPECTION AND ACCEPTANCE

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

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

K. INDEMNIFICATION

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

the performance of this Agreement or Purchase Order.

L. INFRINGEMENT INDEMNITY

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

M. SUBCONTRACTORS AND ASSIGNMENTS

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

N. DISPUTES

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

O. NOTICE OF LABOR DISPUTE

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

P. AUDIT AND INSPECTION OF RECORDS

Bidder and/or subcontractors shall provide Authority, or other agents of Authority, such access to bidder's and/or subcontractor's accounting books, records, payroll documents and facilities as Authority deems necessary to examine, audit, and inspect all books, records, work data, documents and activities directly related hereto. Bidder shall maintain books, records, data and documents according to generally accepted accounting principles and shall clearly identify and make such

items readily accessible to such parties during bidder's performance hereunder and for a period of four (4) years from the date of final payment by Authority hereunder.

Q. PROHIBITED INTEREST

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

R. RIGHTS IN DATA

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

S. FEDERAL, STATE AND LOCAL LAWS

Bidder warrants that in the performance of this Agreement or Purchase Order it shall comply with all applicable federal, state, and local laws and ordinances and all lawful orders, rules and regulations.

T. EQUAL EMPLOYMENT OPPORTUNITY

If awarded an Agreement or Purchase Order resulting from this IFB, bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The bidder shall take affirmative action to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

U. TERMINATION

Authority may terminate this Agreement for its convenience at any time, in whole or part, by giving successful bidder written notice thereof. Upon termination, the Authority may pay the successful bidder allowable costs incurred to date of termination, and those costs deemed reasonably necessary by the Authority to effect such termination. In addition, the Authority may pay the successful bidder a

percentage of profit, which relates to Agreement work, accomplished to date of termination, which shall be the date of notice of termination.

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

V. 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.

W. 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

Vehicle Charging Stations (chargers) for Battery Electric Vans

1. Overview

The Orange County Transportation Authority (OCTA) intends to procure one (1), level III **60 (kWh) (+/- 3KWH) and ten (10), level II 20 (kWh) (+/- 2KWH)** battery chargers to be used to recharge the on-board batteries, electric vans, and other electric vehicles having a wide range of on-board battery storage capacities. **Battery Chargers shall be Buy America Compliant.** The vehicles intended to 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. **Battery chargers shall also connect to OCTA charger management software which is provided by ChargePoint.**

The proposed battery chargers need to be listed as approved by Southern California Edison (SCE), Charge Ready Program.

<https://www.sce.com/evbusiness/chargeready/compareandchoose>

The technical specifications have been prepared with emphasis on having service reliability of requested components. 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.

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.

BEV. Battery Electric Van

SOC. Batteries State of Charge.

CCS. Combined Charging System.

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 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.

Open Charge Point Protocol (OCPP): An open-source communication standard for EV charging stations and network software companies.

National Electrical Manufacturers Association (NEMA): Indoor or outdoor use to provide a degree of protection to personnel against access to hazardous parts.

Underwriters Laboratories (UL) and Canadian Standard Association (CSA): Nationally Recognized Testing Laboratories.

2.1. Intended Use

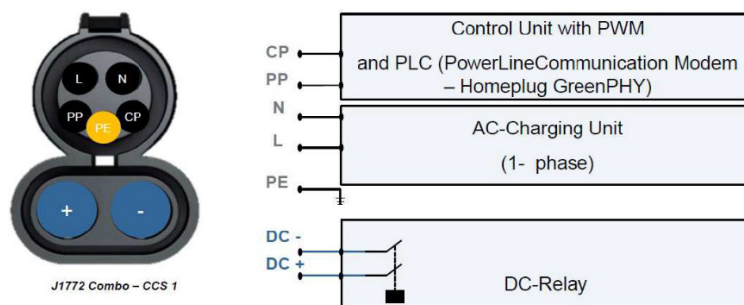
The battery chargers are intended for OCTA's ford transit vans, configured with a 67-kWh battery pack. The battery chargers shall be equipped with intelligent, programmable controllers capable of adjusting energy throughput to reduce cost based on demand charges.

The vans shall be charged using Direct Current (DC) CCS Type 1 compliant equipment based on SAE J1772.

Van charging can be initiated from either the charger user panel or the van

itself, however, will only begin once all programmed safety conditions are met. The van 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.

Referential Pictures of Van Charging port





3.4 Referential Van Specification

Brand:	Ford
Fuel:	Battery Powered Vans
Manufacturer:	Ford
Model:	E-transit 350L
Battery Capacity:	67 kwh, Li-ion, single pack
Drivetrain:	Floor Battery, rear wheel drive, rear e-motor
Connector Interface:	SAE J1772 standard
Length:	22'
Axle load:	Front, 4,130 Lbs. Rear, 6,000 Lbs.

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 may potentially partner with 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 is a requirement for them to be SCE approved.

3.4. Material/workmanship

All components provided/supplied shall be new and of 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. Van OEM. Model 1.

The OEM builder, Model 1, requires the plug-in chargers to operate under the SAE J1722.

For any questions and/or clarifications, please contact Model's Regional Sales Manager.
C 909.549.9398
schung@model1.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 upkeep 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. Plug-In Chargers. Design Requirements:

- 1) The chargers shall be capable of connecting to a three (3)-phase, 60 Hz electrical supply at 480 VAC, or approved alternative.
- 2) Charging protocol, SAE J1772.
- 3) Certified UL/CSA.
- 4) 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.
- 5) While charging, power factor shall exceed 95% (or 0.95).
- 6) Standby power consumption must be minimized.
- 7) The charging equipment shall be capable of operating continuously in the manufacturer's designed operating profile without performance or safety degradations.
- 8) The connectors shall not be energized except when mated with the Van mounted receptacle.
- 9) Access doors shall be lockable (cabinets keyed the same) and use secure latching.
- 10) 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 Van. Cable management provisions shall, at all times, prevent the cable from touching the ground.
- 11) Chargers shall allow the Authority to set operational power limits.
- 12) New charging sessions shall be restarted after power outage and restoration, to the extent safe and in accordance with applicable standards.
- 13) Controls shall include features to prevent progressive charging system damage resulting from any one or more operating issues, or out-of-limit operating conditions.

- 14)The electronics enclosures shall be located outdoors and as such, they must be rated at NEMA 3 or higher.
- 15)Each charger shall be capable of communicating to an external network for the purposes of charge management and control.
- 16)Charging equipment with multiple dispensers shall be capable of providing power to all connected Vanes to provide battery and cabin temperature preconditioning.
- 17)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 Van while the dispenser was unpowered.
- 18)Charging equipment is capable of scheduled completion of charges and temperature preconditioning activities where the schedule is settable and changeable by Authority.
- 19)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).
- 20)External (emergency disconnect switch or main breaker shutoff) shall be provided in compliance with applicable electrical codes, standards, and requirements.
- 21)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 Van.
- 22)Charging equipment shall be rated for wind and seismic loadings as determined by ASCE 7, with an importance factor of 1.0, and/or applicable conditions at the Authorities' Irvine Construction circle location.
- 23)If electronics enclosures are located outdoors, they must be rated at NEMA 3 or higher
- 24)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.
- 25)Chargers shall be equipped with local operator panels for manual operation, for retrieving diagnostic codes and for resetting charge session.
- 26)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.
- 27)External, emergency disconnect switch or main breaker shutoff shall be provided in compliance with electrical codes, standards, and local requirements.
- 28)Battery chargers, and all of its components shall not rust, oxidize or suffer any physical deterioration while stored or deployed in active service, under any and all-weather condition experimented in Southern California.

4.1. Cable Management

Battery Charge cables shall be set up on a pedestal and/or provided with other provisions (aerial support) so that cables do not touch the ground at any point either during charging a van or when stowed away.

4.2. Data Collection/Applicable to Plug-in 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 BEV'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 BEV based on the Authority's BEV numbering sequences, e.g., Van # 6301, 6302, 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.

4.3. Networking and Cloud Services.

Applicable to Plug-ins chargers

1. **Chargers must be able to work with the current OCTA charger management software provided to OCTA by ChargePoint.**

2. Chargers must be networked for remote management – describe in comments how stations communicate with the network and with each other.
3. Chargers must have the ability to operate on the OCPP Network
4. Chargers must connect to the network via the Ethernet.
5. Chargers and Network must be PCI (Payment Card Industry) compliant.
6. 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.
7. 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.)
8. 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.
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 II and Level III chargers; payment and non-payment
13. Networking options with OCTA's S&A Fleetwatch system

4.4. 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 plug-in chargers

- 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.
- **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.

4.5. Quantity

Ten (10), single port plug-in, level II 20 KWH) (+/- 2KWH) and One (1) 60 KWH) (+/- 3KWH) chargers with boxes, pedestals and all required parts and accessories to make them fully operational upon connection to the utility company/provider.

5. Logistics

5.1. Delivery Location

Contractor shall be responsible for delivering all components provided to the Irvine Construction Circle Base location:

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

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

The vendor shall clearly state base/standard warranty for the chargers. OCTA is requesting a Sixty (60) months warranty. The pricing sheet shall include an all-inclusive warranty, without exceptions, on all provided components shall be for Sixty (60) 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 chargers shall be covered by a Sixty (60) months warranty, all inclusive, corrosion warranty. The Contractor shall be responsible for any needed upkeep, 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 shall be held onsite 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 Vanes. 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. The contractor's statement indicating its intention to meet all requirements listed in the technical specifications 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. Include standard and extended warranties. Include corrosion warranty.**
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

Bidders 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

Bidders must provide all the information requested in this form.

EXHIBIT E. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

Each Bidder must complete the following forms and submit with its bid:

- DBE Participation Commitment Form – Exhibit E-1
- Bidders List – Exhibit E-2
- DBE Letter of Acknowledgement and Commitment – Exhibit E-3

EXHIBIT F. CERTIFICATION OF RESTRICTIONS ON LOBBYING

EXHIBIT G. BUY AMERICA FORM

EXHIBIT H. IRAN CONTRACTING ACT CERTIFICATION

EXHIBIT I. BIDDER'S CERTIFICATE OF COMPLIANCE – WORKERS' COMPENSATION INSURANCE

EXHIBIT J. NON-COLLUSION DECLARATION

EXHIBIT L. STATUS OF PAST AND PRESENT CONTRACTS FORM

EXHIBIT M. LIST OF SUBCONTRACTORS FORM

EXHIBIT N. BID OPENING SIGN-IN SHEET – EXHIBIT N

EXHIBIT A: BID FORM

BID FORM

INVITATION FOR BIDS NUMBER: 4-2566

DESCRIPTION: VEHICLE CHARGING STATION
(CHARGERS) FOR BATTERY
ELECTRIC VANS

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-year term until December 31, 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.

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

1. The contractor's statement indicating its intention to meet all requirements listed in the technical specifications 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. Include standard and extended warranties. Include corrosion warranty.**
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) 20(KWH) (+/-3) Battery chargers + One (1) 60(KWH) (+/-2) Battery Charger	Qty	Unit Price	Extended
1	20KWH (+/-2) 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. Pricing shall include standard warranty. Specify coverage period of standard warranty.	10	\$ _____/ea	\$ _____
2	60KWH (+/-3) 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. Pricing shall include standard warranty. Specify coverage period of standard warranty.	1	\$ _____/ea	\$ _____
3	Diagnostics tools, troubleshooting equipment. All required interfaces to connect to OCTA's customer management software (provided by ChargePoint) including detailed list with itemized pricing for each item.	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	Warranty and Corrosion Warranty, all inclusive, all components, 60 months starting after commissioning (full install and operational) the for 20KWH (+/-2) Battery Charger, Depot Charge box, cables and others. Please specify standard warranty period and additional warranty period to reach to the total of 60 months. Provide details of warranty and corrosion warranty coverage with submittals.	10	\$ _____/ea	\$ _____
8	Warranty and Corrosion Warranty, all inclusive, all components, 60 months starting after commissioning (full install and operational) the for 60KWH (+/-2) Battery Charger, Depot Charge box, cables and others. Please specify standard warranty period and additional warranty period to reach to the total of 60 months. Provide details of warranty and corrosion warranty coverage with submittals.	1	\$ _____/ea	\$ _____
10	Delivery charges	11	\$ _____/ea	\$ _____
11	Santa Ana sales Tax 9.25% (applicable to parts only)			\$ _____
TOTAL LUMP SUM:			\$ _____	

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: REQUIRED FEDERAL CLAUSES

REQUIRED FEDERAL CLAUSES

The Orange County Transportation Authority, (hereinafter referred to as "AUTHORITY")
_____, (hereinafter referred to as "CONTRACTOR").

ARTICLE 1. FEDERAL CHANGES

CONTRACTOR shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement between the AUTHORITY and FTA, as they may be amended or promulgated from time to time during this Agreement. CONTRACTOR's failure to comply shall constitute a material breach of contract.

ARTICLE 2. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

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

ARTICLE 3. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

B. CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an agreement connected with a project that is financed in whole or part with Federal assistance awarded by FTA under the authority of 49 U.S.C. Chapter 53, the Federal Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5323 on the CONTRACTOR, to the extent the Federal Government deems appropriate. CONTRACTOR agrees to include this requirement in all of its subcontracts.

ARTICLE 4. NONDISCRIMINATION

A. Nondiscrimination: In accordance with Federal transit law at 49 U.S.C. Section 5332, CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex disability, or age. CONTRACTOR agrees to comply with all applicable regulations and other implementing requirements the FTA may issue.

B. Race, Color, Creed, National, Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e et seq.; and Federal transit laws at 49 U.S.C. Section 5332; CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor;" 41 CFR part 60; and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. Section 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. Section 2000e. CONTRACTOR further agrees to comply with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000d et seq.; 49 CFR part 21; the most recent version of FTA Circular 4702.1B, "Title VI Requirements and Guidelines for FTA Recipients;" DOT Order 5610.2(a) to Address Environmental Justice in Minority Populations and Low Income Populations;" Executive Order No. 13166 and DOT Policy Guidance concerning Recipients' Responsibilities to Limited English Proficiency (70 FR 74087, Dec. 14, 2005); and the most recent version of FTA Circular 4704.1 "Equal Employment Program Guidelines for Grant Recipients," as applicable. CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

C. Age: In accordance with the Age Discrimination in Employment Act, 29 U.S.C. Sections 621-634; U.S. Equal Employment Opportunity Commission regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625; the Age Discrimination Act of 1975, as amended, 42 U.S.C. Section 6101 et seq.; U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR part 90; and Federal transit law at 49 U.S.C. Section 5332; CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. CONTRACTOR agrees to comply with implementing requirements FTA may issue.

D. Disabilities: In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794; the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. Section 12101 et seq.; the Architectural Barriers Act of 1968, as amended, 42 U.S.C. Section 4151 et seq., and Federal transit law at 49 U.S.C. Section 5332; CONTRACTOR agrees that it will not discriminate against individuals on the basis of disability. CONTRACTOR agrees to comply with all applicable implementing regulations and requirements FTA may issue, including 49 CFR parts 27, 37, 38, and 39 and the most recent version of FTA Circular 4710.1 "Americans with Disabilities Act: Guidance."

E. CONTRACTOR agrees to include these requirements in all subcontracts at any tier.

ARTICLE 5. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

CONTRACTOR shall maintain compliance with "DBE Approval Certification" throughout the period of Contract performance.

CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by CONTRACTOR to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Agency deems appropriate. Each subcontract CONTRACTOR signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

ARTICLE 6. ACCESS TO RECORDS AND REPORTS

CONTRACTOR shall provide AUTHORITY, DOT, the Comptroller General of the United States, and their respective representatives, and any other agents of AUTHORITY, such access to CONTRACTOR's accounting books, records, payroll documents and facilities of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of examining, auditing and inspecting all accounting books, records, work data, documents and activities related hereto. CONTRACTOR shall maintain such books, records; data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CONTRACTOR's performance hereunder and for a period of four (4) years from the date of final payment by AUTHORITY, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case CONTRACTOR agrees to maintain same until AUTHORITY, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors CONTRACTOR shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary. CONTRACTOR agrees to include these requirements in all subcontracts at any tier.

ARTICLE 7. INCORPORATION OF FTA TERMS

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

ARTICLE 8. SAFE OPERATION OF MOTOR VEHICLES

- A. Seat Belt Use. Pursuant to Executive Order 13043, "Increasing Seat Belt Use in the United States," April 16, 1996, 23 U.S.C Section 402, note (62 Fed. Reg. 19217), CONTRACTOR shall adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, company-rented, or personally operated vehicles.
- B. Distracted Driving. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messages While Driving," October 1, 2009, 23 U.S.C. Section 402, note (74 Fed. Reg. 51225); and U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30,

2009; CONTRACTOR is encouraged to comply with the following pertaining to distracted driving:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle CONTRACTOR owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Agreement, or when performing any work under the Agreement.
2. Conduct workplace safety initiatives in a manner commensurate with CONTRACTOR's size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

C. Subcontracts. CONTRACTOR shall include these requirements in all of its subcontracts.

ARTICLE 9. FLY AMERICA REQUIREMENTS

CONTRACTOR agrees to comply with 49 U.S.C. Section 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipient of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. CONTRACTOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

ARTICLE 10. CARGO PREFERENCE REQUIREMENTS

A. CONTRACTOR shall utilize privately owned United States-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

B. CONTRACTOR shall furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipping originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of lading in English for each shipment of cargo described in this Article to AUTHORITY (through the prime CONTRACTOR in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590, marked with appropriate identification of the project.

C. CONTRACTOR shall include these requirements in all subcontractors entered into pursuant to this Agreement when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

ARTICLE 11. PROHIBITED INTERESTS

A. CONTRACTOR covenants that, for the term of this Agreement, no director, member, officer or employee of AUTHORITY during his/her tenure in office or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

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

ARTICLE 12. ALCOHOL AND DRUG POLICY

A. CONTRACTOR agrees to establish and implement an alcohol and drug program that complies with 41 U.S.C sections 701-707 (the Drug Free Workplace Act of 1988), and produce any documentation necessary to establish its compliance with sections 701-707.

B. Failure to comply with this Article may result in nonpayment or termination of this Agreement.

ARTICLE 13. PRIVACY ACT

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

B. CONTRACTOR agrees to include this requirement in all of its subcontracts.

ARTICLE 14. CONFLICT OF INTEREST

CONTRACTOR agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, the CONTRACTOR is unable, or potentially unable to render impartial assistance or advice to the AUTHORITY; CONTRACTOR's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or the CONTRACTOR has an unfair competitive advantage. CONTRACTOR is obligated to fully disclose to the AUTHORITY in writing Conflict of Interest issues as soon as they are known to the CONTRACTOR. CONTRACTOR is obligated to fully disclose to the AUTHORITY in writing Conflict of Interest issues as soon as they are known to the CONTRACTOR. All disclosures must be submitted in writing to AUTHORITY pursuant to the Notice provision herein. This disclosure requirement is for the entire term of this Agreement.

ARTICLE 15. CODE OF CONDUCT

CONTRACTOR agrees to comply with AUTHORITY's Code of Conduct as it relates to Third-Party contracts which is hereby referenced and by this reference is incorporated herein. CONTRACTOR agrees to include these requirements in all of its subcontracts.

ARTICLE 16. FEDERAL, STATE AND LOCAL LAWS

CONTRACTOR warrants that in the performance of this Agreement, it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder.

ARTICLE 17. TERMINATION

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

B. AUTHORITY may terminate this Agreement for CONTRACTOR's default if a federal or state proceeding for the relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, or for cause if CONTRACTOR fails to perform in accordance with the scope of work or breaches any term(s) or violates any provision(s) of this Agreement and does not cure such breach or violation within ten (10) calendar days after written notice thereof by AUTHORITY. CONTRACTOR shall be liable for any and all reasonable costs incurred by AUTHORITY as a result of such default or breach including, but not limited to, procurement costs of the same or similar services defaulted by CONTRACTOR under this Agreement. Such termination shall comply with CFR Title 48, Chapter 1, Part 49, of the FAR.

ARTICLE 18. DEBARMENT AND SUSPENSION CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY PARTICIPANT AND LOWER-TIER PARTICIPANTS

Unless otherwise permitted by law, any person or firm that is debarred, suspended, or voluntarily excluded, as defined in the Federal Transit Administration (FTA) Circular 2015.1, dated April 28, 1989, may not take part in any federally funded transaction, either as a participant or a principal, during the period of debarment, suspension, or voluntary exclusion. Accordingly, the Authority, acting on behalf of the District, may not enter into any transaction with such debarred, suspended, or voluntarily excluded persons or firms during such period.

A certification process has been established by 49 CFR Part 29, as a means to ensure that

debarred suspended or voluntarily excluded persons or firms do not participate in Federally assisted projects. The inability to provide the required certification will not necessarily result in denial of participation in a covered transaction. A person or firm that is unable to provide a positive certification as required by this solicitation must submit a complete explanation attached to the certification. FTA will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. Failure to furnish a certification or an explanation may disqualify that person or firm from participating in the project.

ARTICLE 19. DISPUTES

A. Except as otherwise provided in this Agreement, when a dispute arises between CONTRACTOR and AUTHORITY, the project managers shall meet to resolve the issue. If project managers do not reach a resolution, the dispute will be decided by AUTHORITY's Director of Contracts Administration and Materials Management (CAMP), who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of the Director, CAMP, shall be the final and conclusive administrative decision.

B. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Agreement and in accordance with the decision of AUTHORITY's Director, CAMP. Nothing in this Agreement, however, shall be construed as making final the decision of any AUTHORITY official or representative on a question of law, which questions shall be settled in accordance with the laws of the State of California.

ARTICLE 20. PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

A. Definitions. As used in this Article:

1. "Backhaul" means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).
2. "Covered foreign country" means The People's Republic of China.
3. "Covered telecommunications equipment or services" means:
 - a) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - b) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - c) Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - d) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
4. "Critical technology" means:

- a) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under 22 C.F.R. subchapter M of chapter I;
- b) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under 15 C.F.R. subchapter C of chapter VII, and controlled
 - 1. Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - 2. For reasons relating to regional stability or surreptitious listening;
- c) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by 10 C.F.R. Part 810 (relating to assistance to foreign atomic energy activities);
- d) Nuclear facilities, equipment, and material covered by 10 C.F.R. Part 110 (relating to export and import of nuclear equipment and material);
- e) Select agents and toxins covered by 7 CFR Part 331, 9 C.F.R. Part 121, or 42 C.F.R. Part 73; or
- f) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. §4817).

5. "Interconnection arrangements" means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

6. "Reasonable inquiry" means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

7. "Roaming" means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

8. "Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

B. Prohibition

1. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of a federal executive agency, on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. CONTRACTOR is prohibited from providing to AUTHORITY or the Federal Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (C) of this Article applies or the covered telecommunication equipment or services are covered by a waiver described in FAR §4.2104.

2. Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of a federal executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (C) of this Article applies or the covered telecommunication equipment or services are covered by a waiver described in

FAR section 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a federally-funded contract.

C. Exceptions. This Article does not prohibit CONTRACTOR from providing:

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

D. Reporting Requirement

1. In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during Agreement performance, or CONTRACTOR is notified of such by a subcontractor at any tier or by any other source, CONTRACTOR shall report the information in paragraph (d)(2) of this Article to the Chief Executive Officer of AUTHORITY, or designee, unless elsewhere in this Agreement are established procedures for reporting the information; in the case of the Department of Defense, CONTRACTOR shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, CONTRACTOR shall report to the Chief Executive Officer of AUTHORITY, or designee, for the indefinite delivery contract and the Chief Executive Officer of AUTHORITY, or designee, for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

2. CONTRACTOR shall report the following information pursuant to paragraph (D)(1) of this Article:

- a) Within one (1) business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- b) Within ten (10) business days of submitting the information in paragraph (D)(2)(i) of this Article: any further available information about mitigation actions undertaken or recommended. In addition, CONTRACTOR shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

E. Subcontracts. CONTRACTOR shall insert the substance of this Article, including this paragraph (E) and excluding paragraph (B)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

ARTICLE 21. NOTICE TO AUTHORITY AND FTA OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

CONTRACTOR shall report to AUTHORITY and FTA any current or prospective legal matter that may affect the Federal Government, including a major dispute, default, breach, litigation, or naming the Federal Government as a party to litigation, or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interest in the federal award, any underlying agreements, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements. In addition, CONTRACTOR shall promptly notify AUTHORITY, FTA, and the U.S.

DOT Inspector General of any knowledge of potential fraud, waste, or abuse occurring on the Project. This includes knowledge that any person or entity, including CONTRACTOR, has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. "Knowledge," as used in this Article, includes, but is not limited to, knowledge of a criminal or civil investigation by a federal, state, or local law enforcement or other investigative agency; a criminal indictment or civil complaint; or probable cause that could support a criminal indictment, or any other credible information in the possession of the CONTRACTOR. CONTRACTOR agrees to include these requirements in all subcontracts at any tier.

ARTICLE 22. PRE-AWARD AND POST-DELIVERY AUDITS

CONTRACTOR agrees to comply with 49 USC § 5323(l) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following certifications:

1. Buy America requirements: CONTRACTOR shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the recommended Bidder/Proposer certifies compliance with Buy America, it shall submit documentation that lists (1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and (2) the location of the final assembly point for the rolling stock, including a description of the activities that shall take place at the final assembly point and the cost of final assembly.
2. Solicitation specification requirements: CONTRACTOR shall submit evidence that it shall be capable of meeting the bid specifications.
3. Federal Motor Vehicle Safety Standards (FMVSS): CONTRACTOR shall submit (1) manufacturer's FMVSS self-certification, Federal Motor Vehicle Safety Standards, that the vehicle complies with relevant FMVSS or (2) manufacturer's certified statement that the contracted buses shall not be subject to FMVSS regulations.

ARTICLE 23. BUS TESTING

The Contractor agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. Part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the Contractor shall obtain a copy of the bus testing report(s) from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by AUTHORITY.

ARTICLE 24. RECYCLED PRODUCTS

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

ARTICLE 25. LOBBYING

CONTRACTOR shall comply with the lobbying requirements of 31 U.S.C. Section 1352 and the applicable regulations under 49 CFR Part 20. If the maximum cumulative payment obligation of this Agreement exceeds \$100,000, CONTRACTOR shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying". CONTRACTOR shall also require each subcontractor to certify to CONTRACTOR that subcontractor will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. Section 1352. CONTRACTOR shall also require any subcontractor to disclose to CONTRACTOR the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. Section 1352.

ARTICLE 26. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5. The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job. The Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

ARTICLE 27. CLEAN WATER REQUIREMENTS

If the maximum cumulative payment obligation of this Agreement exceeds \$150,000, CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq. CONTRACTOR shall report any violations of use of prohibited facilities to the FTA and the United States Environmental Protection Agency (US EPA). CONTRACTOR agrees to include this requirement in each subcontract exceeding \$150,000.

ARTICLE 28. CLEAN AIR

If the maximum cumulative payment obligation of this Agreement exceeds \$150,000, CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. CONTRACTOR shall report any violations of use of prohibited facilities to the FTA and the US EPA. CONTRACTOR agrees to

include this requirement in each subcontractor exceeding \$150,000.

ARTICLE 29. BUY AMERICA

A. If the maximum cumulative payment obligation of this Agreement exceeds \$150,000, CONTRACTOR shall comply with the "Buy America" requirements of 49 U.S.C. Section 5323(j) and 49 CFR part 661, as amended, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver.

B. CONTRACTOR shall furnish a Certificate of Compliance, conforming to the provisions of this Article, for all steel and iron materials.

C. CONTRACTOR shall ensure all subcontractors at every tier comply with these requirements.

ARTICLE 30. ENERGY CONSERVATION REQUIREMENTS

If the maximum cumulative payment obligation of this Agreement exceeds \$150,000, CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy Conservation Act.

ARTICLE 31. IRAN CONTRACTING ACT CERTIFICATION

The Iran Contracting Act of 2010 (PCC Sections 2200-2208), prohibits bidders who are engaged in investment activities in the energy sector of Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods or services of one million dollars (\$1,000,000) or more. At the time of submitting a bid, each bidder must certify that the bidder is not identified on the Department of General Services list of ineligible persons pursuant to PCC Section 2203(b). Each bidder is also required to certify that the bidder is not engaged in investment activities in violation of the Iran Contracting Act of 2010.

EXHIBIT E: DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS

1.0 **DBE Goal**

Although no DBE Goal has been established for this contract, bidders are encouraged to afford DBEs every opportunity to compete for and participate on this U.S. Department of Transportation (U.S. DOT)-assisted contract.

2.0 **DBE Policy and Applicability**

In accordance with federal financial assistance agreements with the U.S. DOT, the Orange County Transportation Authority ("Authority") has adopted a Disadvantaged Business Enterprise ("DBE") Policy and Program, in conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs." The contract is subject to the following stipulated regulations. Pursuant to the intent of these Regulations, it is the policy of the Authority to fulfill the spirit and intent of the DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have an equitable opportunity to compete for and participate in Authority's U.S. DOT-assisted contracts and subcontracts. The Authority is firmly committed to its DBE Program objectives, which are designed to:

- 2.1 Ensure non-discrimination in the award and administration of Authority's U.S. DOT-assisted contracts.
- 2.2 Create a level playing field on which DBEs can compete fairly for the Authority's U.S. DOT-assisted contracts.
- 2.3 Ensure that the DBE Program and Overall Goal are narrowly tailored in accordance with applicable law.
- 2.4 Ensure that only firms that meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs in the Authority's DBE program.
- 2.5 Help remove barriers which impede the participation of DBEs in the Authority's U.S. DOT-assisted contracts.
- 2.6 Promote the use of DBEs in all types of U.S. DOT-assisted agreements and procurement activities conducted by the Authority.
- 2.7 Provide training and other assistance through our resource partners to address capital, bonding and insurance needs.
- 2.8 Assist in the development of DBE firms that can compete successfully in the marketplace outside the DBE Program; and

2.9 Establish and provide opportunities for DBEs by providing flexibility in the implementation of the Authority's DBE Program.

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

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

Race-Neutral/Race-Conscious DBE Program Measures

The Authority will utilize both race-neutral and race-conscious means to meet its overall DBE Program goal.

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

In conjunction with the race-neutral measures listed above, the Authority will implement race-conscious measures through the use of contract goals and good faith efforts. When a contract-specific goal is assigned to a project, bidders must demonstrate responsiveness by committing to meet the DBE goal or documenting a bona fide good faith effort to do so, as a condition of award. Contract-specific goals are specifically targeted at DBEs certified through the California Unified Certification Program ("CUCP").

3.0 **Definitions**

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

- 3.1 ***"Disadvantaged Business Enterprise (DBE)"*** means a for-profit small business concern: (a) which is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- 3.2 ***"Small Business Concern"*** means a small business as defined pursuant to Section 3 of the Small Business Act and Small Business Administration (SBA) regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).
- 3.3 ***"Socially and Economically Disadvantaged Individuals"*** means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.
- 3.3.1 Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group if you require it.
- 3.3.2 Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
- 3.3.2.1 "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
- 3.3.2.2 "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- 3.3.2.3 "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians;

- 3.3.2.4 "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - 3.3.2.5 "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - 3.3.2.6 Women; and
 - 3.3.2.7 Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- 3.3.3 Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.
- 3.4 **"Owned and Controlled"** means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals;" and (b) whose management and daily business operations are controlled by one or more such individuals.
- 3.5 **"Manufacturer"** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
- 3.6 **"Regular Dealer"** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
- 3.7 **"Fraud"** includes a firm that does not meet the eligibility criteria of being a certified DBE, and that attempts to participate in a U.S. DOT-assisted

program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty. The Authority may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR part 31. The Authority may refer cases of identified fraud to the Department of Justice, for prosecution under 18 U.S.C. 1001, or any other applicable provisions of law. Any person who makes a false or fraudulent statement in connection with participation of a DBE in any U.S. DOT-assisted program or otherwise violates applicable Federal statutes.

- 3.8 "Other Socially and Economically Disadvantaged Individuals"** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration or the Authority to meet the social and economic disadvantage criteria described below.

3.8.1 Social Disadvantage

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

3.8.2 Economic Disadvantage

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

With respect to the individual:

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

With respect to the individual and the business concern:

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

4.0 DBE Bid Submission Requirements

Bidder must complete and submit the following DBE Exhibit (form) with their bid:

- DBE Participation Commitment Form
 - Written Confirmation (required from each proposed DBE firm listed on the DBE Participation Commitment Form)

Bidder must complete and submit the following DBE Exhibit (form) to the Authority no later than 4:00 p.m. on the 2nd business day after the bid due date:

- Bidders List

Required Forms	Submission
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DBE Participation Commitment Form	Required at time of bid submittal
Written Confirmation (for each DBE firm listed on the DBE Participation Commitment Form)	Required at time of bid submittal
Bidders List	Required no later than 4:00 p.m. on the 2 nd business day after the bid due date

4.1 “DBE Participation Commitment Form” (Exhibit E-1) required at time of bid submittal. The Bidder is to provide the following information for each DBE that will participate in the contract:

- 4.1.1 The complete name and address of each DBE who will participate in the contract;
- 4.1.2 Valid DBE Certification ID to confirm eligibility status through the CUCP, in conformance with 49 CFR Part 26;
- 4.1.3 A description of the work that each DBE will perform or provide;
- 4.1.4 The dollar amount of the work to be performed or provided by the DBE;
- 4.1.5 The dollar amount of the work eligible to be credited for each DBE towards the DBE goal (should not include lower-tier participation and should account for the type of work to be performed);
- 4.1.6 The Bidder shall also submit, for each DBE to perform under this Agreement, a written confirmation signed and dated from each DBE listed, acknowledging that the DBE is participating in the contract for the specified dollar value and scope of work listed on the DBE Participation Commitment Form. A signed quote or bid from the DBE firm can be used in lieu of the written confirmation; however, the dollar amount and scope(s) in the quote/bid, and the amount and scope reflected on the DBE Participation Commitment Form must match identically.

4.2 "Bidders List" (Exhibit E-2)

The Authority is required by Regulations to create and maintain a "Bidders List," of all firms bidding or quoting on the Authority's U.S. DOT-assisted contracts for use in calculating the Authority's DBE goal(s). Bidders are required to complete and submit the requested information listed on the "Bidders List" form, for all firms (DBE[s] and non-DBE[s]) who submitted a bid, proposal or quote, including firms who were contracted by the prime bidder.

The "Bidders List" must be submitted to the Authority no later than 4:00 p.m. on the 2nd business day after the bid due date.

4.3 "DBE Letter OF Acknowledgment and Commitment" (Exhibit E-3)



RACE-NEUTRAL DBE PARTICIPATION COMMITMENT FORM

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID AS A CONDITION
OF DBE RESPONSIVENESS

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

Bidder to Complete this Section

1. IFB No.: _____
2. Project Name/Description: _____
3. Prime Bidder Name: _____
4. Bidder's Total Bid Price _____

Required DBE Commitment Information

5. DBE Firm (Name and Address)	6. DBE Certification Number	7. Description of Scope of Services/Work	8. Bid Item (#)	9. Dollar Value (\$) of Participation	10. Dollar Value (\$) of Eligible DBE Participation/ Commitment

Note: As a condition of responsiveness, the bidder is required to submit with the Bid a written confirmation signed and dated from each DBE listed in Column 5 acknowledging that the DBE is participating in the contract for the specified dollar value (\$) and scope of work.

A quote or bid from the DBE firm can serve in lieu of the written confirmation; however, the dollar amount in the written confirmation, quote/bid and the amount shown on this form MUST match identically.

11. Total Dollar Value (\$) of Eligible DBE Participation
\$ _____

12. Eligible DBE Participation Represented as a Percentage (%) of Bidder's Total Bid Price
_____ %

Bidder Assurance: The bidder certifies that information on this form is complete and accurate, that it has verified the listed DBE(s) certification status and is only crediting eligible DBE participation towards their race-neutral DBE commitment.

13. Preparer's Name (Print) _____

14. Preparer's Signature _____

15. Preparer's Title _____

16. Date _____

17. Telephone No. _____
()

18. Email Address _____

INSTRUCTIONS – Race-Neutral DBE Participation Commitment Form

Bidder is required to ensure all information is complete and accurate:

1. **IFB No.** - Enter the IFB Number.
2. **Project Name/Description** - Enter the name and/or description of the project.
3. **Prime Bidder Name** - Enter the bidder's firm name.
4. **Bidder's Total Bid Price** - Enter the bidder's total bid price.
5. **DBE Firm** - Enter name and address of the proposed DBE firm. Identify all DBE firms being claimed for credit, regardless of tier.
6. **DBE Certification Number** - Enter the DBE's certification identification number. All DBEs must have a valid DBE certification at time of bid opening.
7. **Description of Scope of Services/Work** - Enter the scope of services/work for each DBE firm listed to participate on this contract.
8. **Bid Item (#)** - Enter bid item number.
9. **Dollar Value (\$) of Participation** - Enter the total dollar value of participation for each listed DBE firm.
10. **Dollar Value (\$) of Eligible DBE Participation/Commitment** - Enter the dollar value of participation eligible to count towards race-neutral DBE participation. This value should exclude work performed by lower tier subcontractors and account for the DBE's capacity based on their certification type in conformance with the DBE crediting provisions set forth in Title 49 CFR Part 26.55.
11. **Total Dollar Value (\$) of Eligible DBE Participation** - Enter the sum of all eligible participation listed in column 10.
12. **Eligible DBE Participation Represented as a Percentage (%) of Bidder's Total Bid Price** - Enter the corresponding percentage of the total eligible DBE participation that the bidder is counting towards the bidder's DBE commitment (Formula: Item (11) Total Value of Eligible DBE Participation / Item (4) Bidder's Total Bid Price = Bidder's DBE Commitment Percent (%)).
13. **Preparer's Name (Print)** - Clearly enter the name of the authorized person preparing the form on behalf of the bidder.
14. **Preparer's Signature** - Authorized person's signature.
15. **Preparer's Title** - Enter the position/title of the authorized person signing the form on behalf of the bidder.
16. **Date** - Enter the date the form is signed.
17. **Telephone No.** - Enter the area code and telephone number of the authorized person signing the form on behalf of the bidder.
18. **Email Address** - Enter the email address of the authorized person signing the form on behalf of the bidder.

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



Bidders List

IFB 4-2566
EXHIBIT E-2

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

The bidder is to complete all requested information for every firm who submitted a bid, proposal or quote, including the primary bidder, and submit this information to the Authority no later than 4:00 p.m. on the 2nd business day after the Authority's bid due date, or as otherwise specified in the solicitation. The Authority will utilize this information to assist in the Authority's DBE goal-setting process.

Prime Name and Location	Type of Work/Services/Materials Provided:	Agreement Amount	Percentage of Bid Item Sub-contracted	Contractor License No.	DBE (Y/N)	Phone:	Annual Gross Receipts
	NAICS/WCC			DIR Reg Number	DBE Certification ID	E-mail:	
Prime Bidder:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____yrs.

Subcontractor Name and Location	Type of Work/Services/Materials Provided:	Agreement Amount	Percentage of Bid Item Sub-contracted	Contractor License No.	DBE (Y/N)	Phone:	Annual Gross Receipts
	NAICS/WCC			DIR Reg Number	DBE Certification ID	E-mail:	
Firm Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million



Bidders List

**IFB 4-2566
EXHIBIT E-2**

							Age of Firm: _____yrs.
Subcontractor Name and Location	Type of Work/Services/Materials Provided:	Agreement Amount	Percentage of Bid Item Sub-contracted	Contractor License No.	DBE (Y/N)	Phone:	Annual Gross Receipts
	NAICS/WCC			DIR Reg Number	DBE Certification ID	E-mail:	
Firm Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____yrs.
Firm Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____yrs.
Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million



Bidders List

IFB 4-2566
EXHIBIT E-2

							Age of Firm: _____yrs.
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NOTE: USE ADDITIONAL SHEETS AS NECESSARY TO DEMONSTRATE RESPONSIVENESS TO THE BIDDERS LIST REQUIREMENTS.



DBE LETTER OF ACKNOWLEDGMENT AND COMMITMENT

IFB NO.: _____

Project Name/Description: _____

Bidder: _____

DBE Commitment Information

(A) Description of work to be performed by DBE firm (include bid item number on the DBE Participation Commitment Form as applicable):

(B) Dollar value of this work \$ _____

DBE ACKNOWLEDGMENT*

I acknowledge that my firm has been listed by the Bidder named above, and is committed, to perform the scope and portion of work (A and B) stated above.

DBE Firm's Name: _____

Name: _____

Signature: _____

Title: _____

Telephone: _____

*If the bidder does not receive award of the prime contract, any and all representations in this letter of Acknowledgment and Commitment shall be null and void.

This form may be used to fulfill the DBE Participation Commitment Letter requirement as stated in the IFB instructing that the "bidder shall also submit, for each DBE to perform under this Agreement, "a Letter of Acknowledgement and Commitment signed and dated from each DBE listed, acknowledging that the DBE is participating in the contract for the specified dollar value(s) and scope of work".

INSTRUCTIONS - DBE LETTER OF ACKNOWLEDGMENT AND COMMITMENT

Bidder is required to ensure all information is complete and accurate:

- 1. IFB No.** - Enter the IFB Number.
- 2. Project Name/Description** - Enter the name and/or description of the project.
- 3. Bidder Name** - Enter the bidder's firm name.
- 4A. Description of work** - Scope of work to be performed that will be credited towards DBE participation. To include bid item number on the DBE Participation Commitment Form as applicable.
- 4B. Dollar Value** - Enter the total dollar value of participation for the DBE firm.
- 5. DBE Acknowledgement** – DBE to provide firm name, authorized person's name, signature, title, and telephone number if they have been notified that they were listed for the scope and value reflected in #4.

NOTE: *If the bidder does not receive award of the prime contract, any and all representations in the letter of Acknowledgment and Commitment shall be null and void.

EXHIBIT F: CERTIFICATION OF RESTRICTIONS ON LOBBYING AND DISCLOSURE
OF LOBBYING ACTIVITIES

CERTIFICATION
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS

A. DEFINITIONS

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

- b. A member of the uniformed services, as defined in the subsection 101(3), Title 37, United States Code.
 - c. A special Government employee, as defined in Section 202, Title 18, United States Code.
 - d. An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, Appendix section 3.
- 7. Person, as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
 - 8. Reasonable compensation, as used in this clause, means with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.
 - 9. Reasonable payment, as used in this clause means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.
 - 10. Recipient, as used in this clause, includes the CONSULTANT and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
 - 11. Regularly employed, as used in this clause, means, with respect to an officer or employee of a person requesting or receiving by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.
 - 12. State, as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State regional or interstate entity having governmental duties and powers.

B. PROHIBITIONS

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

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

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

an agency's use.

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

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

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

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

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

b. Professional and technical services

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

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

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

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

c. Disclosure

- (1) The consultant who requests or receives from an agency a Federal contract shall file with that agency a disclosure form OMB standard form LLL, Disclosure of Lobbying Activities, (Attachment to the bid package) if such person has made or had agreed to made any payment using non appropriated funds (to include profits from any covered Federal action), which

would be prohibited under subparagraph B.1. of this clause, if paid for with appropriated funds.

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

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

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

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

- (3) The consultant shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime consultant. The prime consultant shall submit all disclosures to the District at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding consultant.

d. Agreement

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

e. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be

applicable.

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

f. Cost Allowability:

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

**CERTIFICATION OF
RESTRICTIONS ON LOBBYING**

I, _____, hereby certify on behalf (name of bidder/offeror) of
_____ that:
(Firm name)

1. *No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.*
2. *If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence making lobbying contracts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.*
3. If bidder/offeror does not have any reportable activities to disclose, they shall check the box entitled "No Reportable Activities" on the attached Standard Form-LLL "Disclosure of Lobbying Activities" and complete Section 16 of the form. The certifying official shall sign and date the form, print his/her name, title and telephone number.
4. *The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.*

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

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

Executed this _____ day of _____, 202____

By _____
(Signature of authorized official)

(Title of authorized official)

☐ **NO REPORTABLE ACTIVITIES** (*Bidder/Offeror required to complete Section 16 below.*)

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by
OMB
003480045

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

Approved by
OMB
003480045

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

EXHIBIT G: BUY AMERICA REQUIREMENTS FOR STEEL, IRON OR
MANUFACTURED PRODUCTS

BIDDER'S CERTIFICATE
REGARDING
"BUY AMERICA" REQUIREMENTS
FOR
STEEL, IRON, OR MANUFACTURED PRODUCTS

In order to demonstrate compliance with the Buy America Requirements, if the bid is for a contract greater than one hundred and fifty thousand dollars (\$150,000), Bidder shall complete only one of the two statements below:

The _____
Firm name/principal

hereby certifies that it **will comply** with the requirements of 49 U.S.C. Section 5323(j), and the applicable regulations in 49 CFR Part 661.

Signature

Name

Title

Date

Or:

The _____
Firm name/principal

hereby certifies that it **cannot comply** with the requirements of 49 U.S.C. Section 5323(j), but may qualify for an exception to the requirement pursuant to 49 U.S.C. Section 5323(j)(2), as amended, and the applicable regulations in 49 CFR Part 661.7.

Signature

Name

Title

Date

EXHIBIT H: IRAN CONTRACTING ACT CERTIFICATIONS

IRAN CONTRACTING ACT CERTIFICATION
(California Public Contract Code Sections 2200, *et seq.*)

The Iran Contracting Act of 2010 (PCC Sections 2200-2208), prohibits bidders who are engaged in investment activities in the energy sector of Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods or services of one million dollars (\$1,000,000) or more. At the time of submitting a bid, each bidder must certify that the bidder is not identified on the Department of General Services list of ineligible persons pursuant to PCC Section 2203(b). Each bidder is also required to certify that the bidder is not engaged in investment activities in violation of the Iran Contracting Act of 2010.

A bidder who is engaged in investment activities in the energy sector of Iran is defined as:

1. A person providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A person that is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to PCC Section 2203(b).

A bidder is not required to certify that it is engaged in investment activities in the energy sector of Iran if the bidder is exempt from the certification under PCC Section 2203(c) or (d). If the bidder is exempt from the certification requirement, the bidder will be required to provide documentation demonstrating the exemption.

To comply with the Iran Contracting Act of 2010, the bidder shall complete **one** of the options below. Please note: under PCC Section 2205, false certification of this form may result in civil penalties of \$250,000 or twice the amount of the contract for which false certification was made, termination of the contract, and/or ineligibility to bid on contracts for a period of three years.

Option No. 1: Certification

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below, and any subcontractor who will perform work or labor or render services to the vendor identified below, is not on the current Department of General Services list identifying persons engaged in investment activities in the energy sector of Iran, and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current Department of General Services list identifying persons engaged in investment activities in the energy sector of Iran.

Vendor/Financial Institution: _____

Signature: _____

Name and Title: _____

Date: _____

Option No. 2: Exemption

Pursuant to PCC Section 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit proposals for, or enter into or renew a contract with a public entity for goods or services of one million dollars (\$1,000,000) or more. If the bidder, financial institution, or any subcontractor who will perform work or labor or render services to the bidder has obtained an exemption from the certification requirement, please complete and sign below and attach the documentation demonstrating the exemption approval.

Vendor/Financial Institution: _____

Signature: _____

Name and Title: _____

Date: _____

Option No. 3: Non-Applicability

Pursuant to PCC Section 2203(b), a bidder or financial institution engaged in investment activities in Iran may not be eligible for, or to bid on, submit proposals for, or enter into or renew a contract with a public entity for goods or services of one million dollars (\$1,000,000) or more. If the contract is not for goods or services of one million dollars (\$1,000,000) or more, please sign below indicating that the contract is not for goods or services of one million dollars (\$1,000,000) or more and thus bidder is not required to certify and does not meet the exemption.

Vendor/Financial Institution: _____

Signature: _____

Name and Title: _____

Date: _____

EXHIBIT I: BIDDER'S CERTIFICATE OF COMPLIANCE REGARDING WORKERS'
COMPENSATION INSURANCE

BIDDER'S CERTIFICATE OF COMPLIANCE
REGARDING
WORKERS' COMPENSATION INSURANCE

In conformance with current statutory requirements of Section 1860, et. seq., of the Labor Code of the State of California, the undersigned confirms the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this Contract."

Name of Bidder/Contractor: _____

Signature: _____

Title: _____

Date: _____

BIDDER'S CERTIFICATE OF COMPLIANCE
REGARDING
STATE OF CALIFORNIA
BUSINESS AND PROFESSIONS CODE SECTION 7028.15

Contractor License Number: _____

Expiration Date of Contractor's License: _____

Each, every and all of the representations made by Bidder in the attached bid are true and correct.

Name of Bidder/Contractor: _____

Signed: _____

Title: _____

Subscribed to and sworn before me, a Notary Public in and for the State of California, on _____, 202__.

Notary Public

My commission expires on:

_____, 202__
(NOTARY SEAL)

EXHIBIT J: NON-COLLUSION DECLARATION

**Non-Collusion Declaration to be
Executed by Bidder and Submitted with Bid**

To the Orange County Transportation Authority
The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. In accordance with Title 23 United States Code Section 112 and Public Contract Code Section, 7106 the bidder declares that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract. All statements contained in the bid are true. The bidder has not, directly, or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ (date), at _____ (city), _____ (state).

Name of Bidder: _____

Signature: _____

Date: _____

EXHIBIT K: HEALTH, SAFETY & ENVIRONMENTAL SPECIFICATIONS

LEVEL 2 STANDARD HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

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

C. INJURY AND ILLNESS PREVENTION 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.

D. 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.

E. HAZARD COMMUNICATION PROGRAM

- 1. Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- 2. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD)

rules 103, 1113, and 1171.

F. STORM WATER POLLUTION PREVENTION PLAN

1. 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.

G. DESIGNATED HEALTH, SAFETY, ENVIRONMENTAL (HSE) REPRESENTATIVE

1. 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.
2. This person shall be a Competent or Qualified Individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards, and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.
3. The Contractor's HSE Representative is subject to acceptance by the Authority Project Manager, and the HSEC Department. All contact information of the HSE Representative (name, phone, and fax and pager/cell phone number) shall be provided to the Authority Project Manager, upon request, within 72 hours.
4. The Contractor's HSE Representative shall hold a current certification from the Board of Certified Safety Professionals (BCSP) and have five years of demonstrated construction/scope experience enforcing HSE compliance on construction, industrial or similar project scopes. The designated HSE Representative shall participate in any required HSE related submittals. The Authority reserves the right to allow for an exception and to modify these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC Department Manager.
5. Competent Individual means an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees and/or property, and who has authorization to take prompt corrective measures to eliminate them.
6. Qualified Individual means an individual who by possession of a

recognized degree, certificate, certification or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his/her ability to solve or resolve problems relating to the subject matter, the work, or the Project.

H. SCOPE PLANNING

Prior to any scope work activity or task, the Contractor shall evaluate the hazards of the scope of work and the work environment to ensure proper control measures are identified for employee public and property protection measures to prevent incidents. This evaluation shall be implemented by developing a written site specific Job Hazard Analysis (JHA) or similar tool designed for planning the work to prevent incidents. The plan shall be provided to the Authority's Project Manager, upon request, within 72 hours.

I. ORIENTATION

1. The Contractor shall conduct and document a project site safety orientation for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to performing any work on Authority projects. The safety orientation at a minimum shall include, as applicable, Personal Protection Equipment (PPE) requirements, eye protection, ANSI class 2 or 3 reflective vests, designated smoking, eating, and parking areas, traffic speed limit and routing, cell phone policy, and barricade requirements. When required by scope, additional orientation shall include fall protection, energy isolation/lock-out/tag-out (LOTO), confined space, hot work permit, security requirements, and similar project safety requirements.
2. Copies of orientation documents shall be provided to the Authority Project Manager within 72 hours upon request.

J. TRAFFIC & PARKING

The Contractor shall ensure that all Contractor vehicles, including those of their subcontractors, suppliers, vendors and employees are parked in designated parking areas, personal vehicles shall be parked in the employee parking lot, work vehicles required in the maintenance area of a bus base shall be identified by company name and/or logo, covered by the company insurance, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots. Vehicles without appropriate company name and logo are considered personal vehicles and not allowed in the maintenance area of the bus base.

K. GENERAL PROVISIONS

1. The Contractor shall provide all necessary tools, equipment, and related safety protective devices to execute the scope of work in compliance with Authority's HSEC requirements, CCR Title 8 Standards, and recognized safe work practices.
2. The Contractor shall immediately notify the Authority's Project Manager whenever local, state or federal regulatory agency personnel are identified as being onsite.
3. The Authority HSEC requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be pre-planned and performed, and safe conditions shall be maintained during the course of this work scope.
4. The Contractor shall specifically acknowledge that it has primary responsibility to prevent and correct all health, safety and environmental hazards for which it and its employees, or its subcontractors (and their employees) are responsible. The Contractor shall further acknowledge their expertise in recognition and prevention of hazards in the operations for which they are responsible, that the Authority may not have such expertise, and is relying upon the Contractor for such expertise. The Authority retains the right to notify the Contractor of potential hazards and request the Contractor to evaluate and, as necessary, to eliminate those hazards.
5. The Contractor shall instruct all its employees, and all associated subcontractors under contract with the Contractor who work on Authority property in the recognition, identification, and avoidance of unsafe acts and/or conditions applicable to its work.
6. California Code of Regulations (CCR) Title 8 Standards are minimum requirements, and each Contractor is encouraged to exceed minimum requirements. When the Contractor safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of the public and workers.

1.2 ENVIRONMENTAL REQUIREMENTS

- A. The Contractor shall comply with Federal, State, county, municipal, and other local laws and regulations pertaining to the environment, including noise, aesthetics, air quality, water quality, contaminated soils, hazardous waste, storm water, and resources of archaeological significance. Expense of compliance with these laws and regulations is considered included in the agreement. Contractor shall provide water used for dust control, or for pre-wetting areas to be paved, as required; no payment will be made by OCTA for this water.
- B. The Contractor shall prevent pollution of storm drains, rivers, streams, irrigation ditches, and reservoirs with sediment or other harmful materials.

Fuels, oils, bitumen, calcium chloride, cement, or other contaminants that would contribute to water pollution shall not be dumped into or placed where they will leach into storm drains, rivers, streams, irrigation ditches, or reservoirs. If operating equipment in streambeds or in and around open waters, protect the quality of ground water, wetlands, and surface waters.

- C. The Contractor shall protect adjacent properties and water resources from erosion and sediment damage throughout the duration of the contract. Contractor shall comply with applicable NPDES permits and Storm Water Pollution Prevention Plan (SWPPP) requirements.
- D. Contractor shall comply with all applicable EPA, Cal EPA, Cal Recycle, DTSC, SCAQMD, local, state, county and city standards, rules and regulations for hazardous and special waste handling, recycling and/ disposal. At a minimum, Contractor shall ensure compliance where applicable with SCAQMD Rule 1166, CCR Title 8, Section 5192, 29 CFR Subpart 1910.120, 49 CFR Part 172, Subpart H, 40 CFR Subpart 265.16 and CCR Title 22 Section 6625.16. Contractor shall provide OCTA a schedule of all hazardous waste and special or industrial waste disposal dates in advance of transport date. Only authorized OCTA personnel shall sign manifests for OCTA generated wastes. Contractor shall ensure that only current registered transporters are used for disposal of hazardous waste and industrial wastes. The Contractor shall obtain approval from OCTA for the disposal site locations in advance of scheduled transport date.

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 property.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work. An immediate verbal notice followed by a written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.
- C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of

anyone injured, photos of the incident area, detailed description of what happened, Investigative photos of the existing conditions and area around the injury/incident scene, 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.
 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 PERSONAL PROTECTIVE EQUIPMENT

Contractors, and all associated subcontractors, vendors and suppliers are

required to provide their own personal protective equipment (PPE), including eye, head, foot, and hand protection, respirators, reflective safety vests, and all other PPE required to perform their work safely on Authority projects.

1.5 LANGUAGE REQUIREMENTS

The Contractor for safety reasons shall ensure employees that do not read, or understand English, shall have a bilingual supervisor or foreman when on the Authority property or projects.

1.6 WARNING SIGNS AND DEVICES

The Contractor shall provide signs, signals, and/or warning devices to be visible when and where a hazard exists. Signs, signals, and/or warning devices shall be removed when the hazard no longer exists.

1.7 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. Board of Certified Safety Professionals (BCSP)
- F. OCTA Yard Safety Rules

END OF SECTION

EXHIBIT L: 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 M: 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	\$
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Bidder's Name: _____

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

EXHIBIT N: BID OPENING SIGN-IN REGISTRATION



BID OPENING REGISTRATION

IFB #: 4-2566

Date: November 21, 2024, 11:00 a.m.

Title: Vehicle Charging Stations (Chargers) for Battery Electric Vans

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