

**INVITATION FOR BIDS (IFB) 4-2624**

# **HYDROGEN MOBILE FUELER FOR 40-FOOT HYDROGEN FUEL CELL BUSES**



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

**Key IFB Dates**

<b>Issue Date:</b>	<b>November 19, 2024</b>
<b>Pre-Bid Conference Date:</b>	<b>November 26, 2024</b>
<b>Question Submittal Date:</b>	<b>December 3, 2024</b>
<b>Bid Submittal Date:</b>	<b>December 17, 2024</b>

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November 19, 2024

**SUBJECT: NOTICE OF INVITATION FOR BIDS (IFB)  
IFB 4-2624: "HYDROGEN MOBILE FUELER FOR 40-FOOT  
HYDROGEN FUEL CELL BUSES "**

**TO: ALL BIDDERS**

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

The Orange County Transportation Authority (Authority) invites bids from qualified contractors to provide hydrogen mobile fueler for 40-Foot hydrogen fuel cell buses. The budget for this project is \$946,000 for a one-year term.

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

**Bids must be received in the Authority's office at or before 11:00 a.m. on December 17, 2024.**

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

1. [Bid Opening MS Teams Link](#)  
Meeting ID: 299 976 957 456  
Passcode: gJQ6xz
2. [+1 916-550-9867,,229680503#](#) United States, Sacramento  
Phone conference ID: 229 680 503#

The bid opening will begin promptly at 11:00 a.m. Attendees are required to complete the sign-in sheet on Exhibit G to this IFB and email it to the undersigned at [sding@octa.net](mailto:sding@octa.net) no later than noon **December 17, 2024**.

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

**Orange County Transportation Authority  
Contracts Administration and Materials Management  
600 South Main Street, (Lobby Receptionist)  
Orange, California 92868  
Attention: Sue Ding, Sr. Contract Administrator**

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

**Orange County Transportation Authority  
Contracts Administration and Materials Management  
P.O. Box 14184  
Orange, California 92863-1584  
Attention: Sue Ding, Sr. Contract Administrator**

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

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

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

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

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

Category:

Fuel & Lubricants; Equipment

Maintenance Services -  
Equipment

Professional Services

Professional Consulting

Commodity:

Fuel & Lubricant Equipment

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 26, 2024, at 10:00 a.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: 230 701 278 589  
Passcode: hbPzwA
2. [+1 916-550-9867,,296045048#](#) United States, Sacramento  
Phone conference ID: 296 045 048#

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 scope of work.

**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 26, 2024, at 10:00 a.m.

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Meeting ID: 230 701 278 589

Passcode: hbPzwA

2. [+1 916-550-9867,,296045048#](#) **United States, Sacramento**

Phone conference ID: 296 045 048#

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

### **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 **4:00 p.m., on December 3, 2024.**
- b. Questions and comments must be clearly labeled, "IFB 4-2624 Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. The following method is acceptable as long as the questions are received no later than the date and time specified above:



E-Mail: [sding@octa.net](mailto:sding@octa.net)

- d. Any request for an approved equal or clarification of the specifications must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirements. The burden of proof as to the equality, substitutability, and the compatibility of proposed alternates or equals shall be upon the bidder, who shall furnish all necessary information at no cost to the Authority. The Authority shall be the sole judge as to the equality, substitutability and compatibility of the proposed alternatives or equals.

#### **4. Authority Responses**

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

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

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

Inquiries received after **4:00 p.m. on, December 3, 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 December 17, 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:

[Bid Opening MS Teams Link](#)

Meeting ID: 267 092 544 021

Passcode: d3HNYQ

[+1 916-550-9867, 173171957#](#)

Phone Conference ID: 173 171 957#

**2. Address**

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

**Orange County Transportation Authority  
Contracts Administration and Materials Management (Camm)  
600 South Main Street, (Lobby Receptionist)  
Orange, California 92868  
Attention: Sue Ding, Sr. Contract Administrator**

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

**Orange County Transportation Authority  
Contracts Administration and Materials Management (Camm)  
P.O. Box 14184  
Orange, California 92863-1584  
Attention: Sue Ding, Sr. Contract Administrator**

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

**3. Identification of Bids**

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

**"IFB No. 4-2624 HYDROGEN MOBILE FUELER FOR 40-FOOT  
HYDROGEN FUEL CELL BUSES"**

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

**4. Acceptance of Bids**

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

**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. DELIVERY LOCATIONS:**

**Santa Ana Base**

4301 MacArthur Boulevard, Santa Ana, CA 92704

**M. CASH DISCOUNTS**

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

**N. 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.

## **O. 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.

**P. 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 year.

**Q. AUTHORITY'S RIGHTS**

1. The Authority reserves the right to accept or reject any 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.

**R. 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.

**S. FORMS**

1. **Status of Past and Present Contracts Form**

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

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

## **2. List of Subcontractors Form**

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

## **3. Bid Opening Sign-In Sheet**

Bidders are advised that an optional teleconference is available for the bid opening scheduled for December 17, 2024, at 11:00 a.m. Bidders may call (916) 550-9867 and enter Conference ID 229680503# to hear the preliminary bid results. Bidders also have the option to attend the onsite bid opening at the Authority's administrative office in Conference Room 101.

The bid opening will begin promptly at 11:00 a.m. Callers are requested to dial in and mute the call. Attendees are advised to complete the bid opening sign-in sheet in Exhibit G to this IFB and email it to the Senior Contract Administrator at [sdng@octa.net](mailto:sdng@octa.net) no later than noon December 17, 2024

## **T. DELIVERY SCHEDULE**

Bidder shall include with its bid a delivery schedule to OCTA's Santa Ana Base, located in the City of Santa Ana, Orange County, California. Bidder shall provide the proposed delivery timeline in weeks or months for the

fueller, and all other deliverables specified in the IFB. The equipment must be on-site and fully operational by **April 1, 2025**.



**SECTION II: KEY CONTRACTUAL TERMS**

## **SECTION II. KEY CONTRACTUAL TERMS**

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

### **A. ACCEPTANCE OF ORDER**

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

### **B. CHANGES**

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

### **C. INVOICE AND PAYMENT**

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

### **D. WARRANTIES**

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

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

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

**E. EXCESS REPROCUREMENT LIABILITY**

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

**F. PACKING AND SHIPPING**

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

**G. TITLE AND RISK OF LOSS**

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

**H. NEW MATERIALS**

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

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

## **I. INSPECTION AND ACCEPTANCE**

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

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

## **J. INSURANCE**

A. CONTRACTOR shall procure and maintain insurance coverage in full force and effect during the entire term of the Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. CONTRACTOR shall provide the following insurance coverage:

1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, Advertising (if applicable to Scope of Work) and Personal Injury Liability, and Property Damage with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 Products/Completed Operations aggregate;
2. Automobile Liability Insurance to include owned, hired and non-owned autos with a combined single limit of \$1,000,000 for each accident;
3. Workers' Compensation with limits as required by the State of California including a Waiver of Subrogation in favor of AUTHORITY, its officers, directors and employees;
4. Employers' Liability with minimum limits of \$1,000,000 per accident, \$1,000,000 policy limit-disease, and \$1,000,000 policy limit employee-disease;
5. Environmental/Pollution Liability

Coverage Amount: \$5,000,000 per occurrence. Coverage: Specific to environmental incidents related to hydrogen fuel storage, transfer, and accidental release. This is essential due to the hazardous nature of hydrogen gas and the environmental impact of potential leaks or spills;

6. Professional Liability (Errors and Omissions)

Coverage Amount: \$2,000,000 per claim.

Coverage: Protects against claims arising from design errors, operational errors, or misjudgments in handling the hydrogen fuel systems or safety installations; and

7. Property Insurance

Coverage Amount: Based on the replacement cost of the mobile fueler and associated equipment.

Coverage: Covers loss or damage to the mobile fueler, hydrogen storage, and fueling equipment. Should cover theft, fire, and other damages to on-site equipment owned by the contractor but used on OCTA property.

- B. Proof of such coverage, in the form of a certificate of insurance and an insurance policy blanket additional insured endorsement, designating the AUTHORITY, its officers, directors and employees as additional insureds on general liability and automobile liability, as required by Agreement. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective date of the Agreement and prior to commencement of any work. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the AUTHORITY. Furthermore, AUTHORITY reserves the right to request certified copies or review all related insurance policies, in response to a related loss.
- C. CONTRACTOR shall include on the face of the certificate of insurance the Purchase Order Number C-4-2624 and, the Contract Administrator's Name, Sue Ding.
- D. CONTRACTOR shall also include in each subcontract, the stipulation that subconsultants shall maintain insurance coverage in the amounts required of CONSULTANT as provided in the Agreement. Subconsultants will be required to include AUTHORITY as additional insureds on the Commercial General Liability, and Auto Liability insurance policies.
- E. CONTRACTOR must provide AUTHORITY with at least thirty (30) days' prior notice of cancellation or material modification of coverage, and ten (10) days' prior notice for non-payment of premium.

**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 reprocurement 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 scope of work is or might be otherwise impaired; or a bidder has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in 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: SCOPE OF WORK**

## **Scope of Work**

### **Hydrogen Mobile Fueler for 40-Foot Hydrogen Fuel Cell Buses**

#### **1. Overview**

The Orange County Transportation Authority (OCTA) seeks a qualified Contractor with the technical skills, knowledge, and capacity to provide a temporary or mobile hydrogen fueling station equipment and hydrogen supply to fuel ten (10) New Flyer 40ft fuel cell electric buses equipped with 37.5 kilograms (kg) of compressed hydrogen storage. The contract will be for a one (1)-year equipment lease with operation and maintenance services. The buses and the mobile fueler will be located at the OCTA Santa Ana Base in Santa Ana, California.

#### **2. Requirements**

##### **2.1. General**

The intent of this scope or work is to describe OCTA's expectations of the requested deliverables without necessarily describing each individual item, connector, product, feature, attribute, functionality, interface, etc., in all-inclusive detail.

##### **2.2. Legal**

All provided products and work shall comply with all applicable federal, state, and local regulations, and accepted industry practices typical of this type of work/deliverables.

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.

##### **2.3. Schedule**

Bidder shall include with its bid a delivery schedule to OCTA's Santa Ana Base, located in the City of Santa Ana, Orange County, California. Bidder shall provide the proposed delivery timeline in weeks or months for the fueler, and all other deliverables specified in this IFB. The equipment must be on-site and fully operational by April 1, 2025.

## **Scope of Work**

### **Hydrogen Mobile Fueler for 40-Foot Hydrogen Fuel Cell Buses**

## **3. Specification**

### **3.1. Mobile Fueler**

The temporary mobile fueler shall be capable of dispensing 300 kg of gaseous hydrogen to ten (10) buses within an eight(8) -hour window at 350 bar. The fueling apparatus must be entirely self-contained within a transportable skid or trailer.

### **3.2. Hydrogen Storage Trailer**

The hydrogen storage trailer shall be self-contained and capable of providing 300 kg of gaseous hydrogen per day, seven (7) days a week.

### **3.3. Contractor**

Contractor shall provide the following:

- 3.3.1. Hydrogen fuel, hydrogen transport, all operation and maintenance for the fueler to ensure the quantities listed can be dispensed daily without downtime.
- 3.3.2. On-site requirements for electrical grounding, dissipation of static electricity, temporary crash protection, fire extinguishers, warning signage, and erection of safety-related appliances, e.g., emergency shutdowns, flame, and gas detectors.
- 3.3.3. Design and drawings outlining site layout needs and installation.
- 3.3.4. Installation and commissioning.

### **3.4. Dispenser**

The dispenser shall be capable of dispensing fuel to buses equipped with a TN5 receptacle with temperature compensation

## **4. Planning**

### **4.1. Location**

Contractor shall be responsible for delivering all equipment and fuel provided to the Santa Ana Base location.

Santa Ana Base, Maintenance.  
4301 MacArthur Blvd,  
Santa Ana, California 92704

## **Scope of Work**

### **Hydrogen Mobile Fueler for 40-Foot Hydrogen Fuel Cell Buses**

#### **4.2. Damage**

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 the Authority's properties.

Contractor shall exclusively be responsible for all damages, liabilities, risks, and others, and exclude 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.

#### **4.3. Reliability / Penalties**

The mobile fueler shall operate at a high level of reliability. To ensure the system meets OCTA's requirements, any of the ten (10) buses that are not on a maintenance hold, and cannot be fueled may result in a Two Hundred Fifty Dollars (\$250) per bus per day performance penalty. Penalties will be assessed and withheld from monthly invoice payments.

#### **4.4. Training**

Contractor shall coordinate and schedule training sessions with OCTA's first responders, supervisors, and service crew on proper station operation and fueling.

#### **4.5. KEY PERSONNEL**

Contractor shall provide a single point of contact who shall:

- 4.5.1. Ensure clear communication between OCTA and Contractor.
- 4.5.2. Oversee contract performance.
- 4.5.3. Provide supervision of all personnel assigned to this contract.
- 4.5.4. Manage records and accounts concerning this contract.
- 4.5.5. Be available by telephone twenty-four (24) hours per day, seven (7) days per week, 365 days per year to provide information, coordination, or assistance, as necessary. \*Provide an emergency number for hours when Key Personnel is not available.

## **Scope of Work**

### **Hydrogen Mobile Fueler for 40-Foot Hydrogen Fuel Cell Buses**

#### **4.6. KEY DELIVERABLES**

Contractor shall provide the following key deliverables:

- 4.6.1. Provide a hydrogen fueling station to effectively fuel ten(10), forty (40)-foot New Flyer XHE40 Charge H2 Fuel Cell Electric Buses, expected to consume 30kg per day.
- 4.6.2. Provide ample hydrogen supply for the expected rate of consumption of 30kg per day, seven days per week, including reserves accounting for potential supply delays.
- 4.6.3. A method for monitoring hydrogen levels.
- 4.6.4. Interface to OCTA's fluid management system (FLEETWATCH)
  - 4.6.4.1. Accept a dry contact closure for fueling authorization
  - 4.6.4.2. Provide pulses per kilogram signal to indicate quantity dispensed.
- 4.6.5. A delivery schedule or a "Keep Full" solution monitored by Contractor.
- 4.6.6. Fuel station training and standard work documentation to allow staff to use the apparatus effectively and safely.
- 4.6.7. Provide a Hazard Analysis and list of Component Qualifications.

#### **5. Qualifications**

Provide documentation of the following:

- 5.1. A minimum of five (5) years in the business of providing hydrogen as a motor fuel.
- 5.2. A minimum of five (5) mobile fuelers deployed to customers of similar design.
- 5.3. The fueling apparatus shall not require any permanent improvements and must be entirely self-contained within a transportable skid or trailer.
- 5.4. Applicable Material Safety Data Sheet.

**Scope of Work**

**Hydrogen Mobile Fueler for 40-Foot Hydrogen Fuel Cell Buses**

- 5.5. Schedule to include permits, delivery to OCTA's location, setup, operational testing, and fuel deliveries.

**SECTION IV: BID PACKAGE**

## **SECTION IV. BID PACKAGE**

The bidder shall complete all the forms identified below. The bid must not contain exceptions to or deviations from the terms or requirements of this IFB.

### **EXHIBIT A. BID FORM**

The bidder must complete the Bid Form. In addition to providing the lump sum bid, the bidder affirms that the Bid Form statements are true and correct.

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

### **EXHIBIT C. INFORMATION REQUIRED OF BIDDER**

Bidder must provide all the information requested in this form.

### **EXHIBIT E. STATUS OF PAST AND PRESENT CONTRACTS FROM**

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

### **EXHIBIT F. LIST OF SUBCONTRACTORS**

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



**EXHIBIT A: BID FORM**

**BID FORM**

INVITATION FOR BIDS NUMBER: 4-2624

DESCRIPTION: HYDROGEN MOBILE FUELER FOR  
40-FOOT HYDROGEN FUEL CELL  
BUSES

BIDDER'S NAME AND ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

I acknowledge receipt of IFB and Addenda Numbers: \_\_\_\_\_

AUTHORIZED SIGNATURE TO BIND BID: \_\_\_\_\_

PRINT SIGNER'S NAME AND TITLE: \_\_\_\_\_  
\_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

**BLANKET PURCHASE ORDER**

Effective for a one-year term to meet the Authority's requirements as specified in Section III, entitled "Scope of Work."

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.

**EXHIBIT B: PRICE SUMMARY SHEET**

**PRICE SUMMARY SHEET**

Enter below the firm-fixed unit price for each item described in Section III. Scope of Work. Prices shall include ALL COSTS associated with delivering, installing, commissioning, decommissioning, maintaining, and permitting the hydrogen fueling apparatus, and direct costs, indirect costs, profits, and any other costs specified in Section III. Scope of Work for the one-year term.

Item No.	Ten (10) 20(KWH) Battery chargers + One (1) 60(KWH) Battery Charger	Quantity (*)	Unit Price	Extended
1	Price of Hydrogen Fueling Apparatus (Mobile Fueler)	12	\$ _____/month	\$ _____
2	Price of Hydrogen transport/storage trailer	12	\$ _____/month	\$ _____
3	Hydrogen Fuel per kilogram (Kg)	9,000 Kg	\$ _____/Kg	\$ _____
4	Hydrogen Fuel Delivery cost	30	\$ _____/ea	\$ _____
TOTAL LUMP SUM:		\$ _____		

(\*) Quantities are estimated and with no guarantee of usage as specified in Exhibit A, Scope of Work, and Exhibit B, Price Summary Sheet.

**EXHIBIT C: INFORMATION REQUIRED OF BIDDER**

**INFORMATION REQUIRED OF BIDDER**

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

1. Name of Bidder: \_\_\_\_\_
2. Business Address: \_\_\_\_\_
3. Telephone (    ) \_\_\_\_\_ Fax (    ) \_\_\_\_\_ E-Mail: \_\_\_\_\_
4. Type of Firm - Individual, Partnership or Corporation: \_\_\_\_\_
5. Corporation organized under the laws of state of: \_\_\_\_\_
6. Contractor's License No.: \_\_\_\_\_ Class \_\_\_\_\_ Years of Experience: \_\_\_\_
7. Expiration Date of License: \_\_\_\_\_
8. Is your firm a certified small business in California? Yes \_\_\_\_ No \_\_\_\_
9. List the names and addresses of all owners of the firm or names and titles of all officers of the corporation:
10. List at least three project references for services rendered in the last two years:

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

**EXHIBIT D: HEALTH, SAFETY & ENVIRONMENTAL SPECIFICATIONS**



## LEVEL 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 E: STATUS OF PAST AND PRESENT CONTRACTS FORM**



**STATUS OF PAST AND PRESENT CONTRACTS FORM**

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

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

Offeror/Bidder shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of the bid. Each form must be signed by an officer of the Offeror/Bidder confirming that the information provided is true and accurate.

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT F: LIST OF SUBCONTRACTORS**

**LIST OF SUBCONTRACTORS**

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

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

<b>TOTAL VALUE OF SUBCONTRACTED WORK</b>	<b>\$</b>
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Bidder's Name: \_\_\_\_\_

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

**EXHIBIT G: BID OPENING SIGN-IN REGISTRATION**



## BID OPENING REGISTRATION

**IFB #: 4-2624**

**Date: December 17, 11:00 a.m.**

**Title:** Hydrogen Mobile Fueler for 40-Foot Hydrogen Fuel Cell Buses

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