

INVITATION FOR BIDS (IFB) 5-3876

IN-PLANT INSPECTION SERVICES FOR ZERO EMISSION BUSES



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

Key IFB Dates

Issue Date:	March 19, 2025
Question Submittal Date:	March 28, 2025
Bid Submittal Date:	April 8, 2025

TABLE OF CONTENTS

SECTION I: INSTRUCTIONS TO BIDDERS.....	1
SECTION II: SCOPE OF WORK.....	9
SECTION III: AGREEMENT	29
SECTION IV: BID PACKAGE.....	45
EXHIBIT A: BID FORM	47
EXHIBIT B: PRICE SUMMARY SHEET	50
EXHIBIT C: INFORMATION REQUIRED OF BIDDER.....	53
EXHIBIT D: SAFETY SPECIFICATIONS	55
EXHIBIT E: STATUS OF PAST AND PRESENT CONTRACTS FORM	60
EXHIBIT F: LIST OF SUBCONTRACTORS FORM.....	62
EXHIBIT G: BID OPENING SIGN-IN SHEET.....	64



March 19, 2025

**SUBJECT: NOTICE OF INVITATION FOR BIDS (IFB) 5-3876: IN-PLANT
INSPECTION SERVICES FOR ZERO EMISSION BUSES**

TO: ALL BIDDERS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites bids from qualified vendors to provide in-plant inspection services for zero emission buses. The budget for this effort is \$300,000 for a two (2)-year term.

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

Bids must be received in the Authority's office at or before 11:00 a.m. on April 8, 2025.

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: Monique Touch, Sr. Contracts 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: Monique Touch, Sr. Contracts 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:
Professional Services

Commodity:
Inspection - Bus Production

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. 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.

B. 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.

C. AUTHORITY CONTACT

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

Monique Touch, Sr. Contracts Administrator
Contracts Administration and Materials Management Department
Phone: 714.560.5083
Email: mtouch@octa.net

D. 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 C. 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, or comments must be put in writing and must be received by the Authority no later than 4:00 p.m., on March 28, 2025.
- b. Requests for clarifications, questions and comments must be clearly labeled, "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 of delivering written questions is acceptable as long as the questions are received no later than the date and time specified above:

Email: mtouch@octa.net

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 or faxing the request to Monique Touch, Sr. Contracts 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 the following commodity code for this solicitation selected as part of the vendor's on-line registration profile:

Category:
Professional Services

Commodity:
Inspection - Bus Production

Inquiries received after 4:00 p.m. on, March 28, 2025, will not be responded to.

E. 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.

F. SUBMISSION OF BIDS

1. Date and Time

Bids must be received in the Authority's office at or before 11:00 a.m. on April 8, 2025.

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

Bids will be publicly opened at 11:00 a.m. on April 8, 2025. Bidders have the option to attend the onsite bid opening in Conference Room 102 at the Authority's administrative office located at 600 South Main Street, Orange, CA 92688, or call-in using the following credentials:

- [<CLICK HERE TO JOIN MS TEAMS>](#)
- OR Call-in Number: 916-550-9867
- Conference ID: 931 751 617#

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: Monique Touch, Sr. Contracts 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: Monique Touch, Sr. Contracts 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 5-3876: In-Plant Inspection Services for Zero Emission 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. DELIVERY

In-plant inspection services for zero emission buses described herein are to be provided at the following location and bus manufacturing facility:

New Flyer of America, Inc.
106 National Drive
Anniston, Alabama 36207

L. CASH DISCOUNTS

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

M. 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.

N. CONTRACT AWARD

Any contract awarded as a result of this IFB, will be awarded to the lowest responsive and responsible bidder and shall be on a lump sum basis, in accordance with the requirements in this IFB. However, Authority reserves the right to award its total requirements to one bidder, or to apportion those requirements among several bidders, as the Authority may deem to be in its best interests. The term of the agreement will be a two (2)-year term.

O. 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.

P. 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

Q. 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 or rendering services in excess of one half of one percent (1/2 of 1%) of the total bid amount per the instructions set forth in Section I "Instructions to Bidders".

3. Bid Opening Sign-in Sheet

Bids will be publicly opened at 11:00 a.m. on April 8, 2025. Bidders have the option to attend the onsite bid opening in Conference Room 102 at the Authority's administrative office located at 600 South Main Street, Orange, CA 92688, or call-in using the following credentials:

- [<CLICK HERE TO JOIN MS TEAMS>](#)
- OR Call-in Number: 916-550-9867
- Conference ID: 931 751 617#

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 mtouch@octa.net no later than 10:00 a.m. of bid opening date April 8, 2025.

SECTION II: SCOPE OF WORK

SCOPE OF WORK

IN-PLANT INSPECTION SERVICES FOR ZERO-EMISSION BUSES

I. INTRODUCTION

The Orange County Transportation Authority (Authority) has awarded New Flyer of America, Inc., with the manufacturing of fifty (50) 40-foot, zero-emission buses to be built at New Flyer of America, Inc.'s (New Flyer) manufacturing facility located at 106 National Dr, Anniston, Alabama 36207.

Contractor shall provide dedicated Resident Inspector(RI) for the quality assurance and inspection services during the manufacturing process of fifty (50) zero-emission including ten (10) Battery Electric Buses (BEBs) and forty (40) Fuel Cell Electric Buses (FCEBs) for the Authority.

Contractor's RI shall be present during the assembly and testing of these buses at New Flyer's manufacturing plant. The RI shall report to the Authority's Program Manager.

The Authority understands that the chassis with the associated components are manufactured and assembled at New Flyer's bus manufacturing plant where the body and all additional components are installed resulting in the final production being completed in the United States, meeting all Buy America, regulatory compliance and the Authority specification requirements.

RI shall perform quality assurance (QA) and inspection services of the complete bus and all of the component installations, to ensure regulatory compliance with 49 CFR, Title 13 California Code of Regulations (CCR), Department of California Highway Patrol (CHP), Americans with Disabilities Act (ADA) and Federal Transit Administration (FTA) regulations. The RI shall be dedicated to this build, and no other property inspections during this period.

Contractor shall be responsible for identifying, reporting and ensuring correction of any problems associated with the reliability and safe operation of the buses and ease of maintainability via preventive maintenance and vehicle repair programs. The corrections of these problems at the manufacturing facility are imperative for reducing future maintenance and operating costs.

Pre-Award and Post-Award Buy America audits shall be required under this contract.

Authority's Internal Audit Department will perform the Pre-Award, and Post-Award Buy America Audits.

RI will perform the Post-Delivery Domestic Content Monitoring, to ensure that all buses after the Lead Bus are compliant with the regulations and Authority's specifications. RI shall provide a Resident Inspector's Report that:

1. Provides a list of discrepancies related to workmanship, defective materials, wiring and hose interference such as, but not limited to, chafing, rubbing, crimping, component leaks, component functionality, etc., and overall bus performance. Discrepancies shall be shared with New Flyer's QA department and the Authority.
2. Provides accurate records of all vehicle construction activities (e.g., component manufacturing processes, final assembly activities, and collected quality control data); and
3. Addresses how the construction and operation of the buses fulfills the contract specifications, referencing the above cited manufacturing processes, final assembly activities, and quality control (QC) data.

II. GENERAL REQUIREMENTS

This work consists of a thorough inspection of buses, and product quality assurance audits pertaining to the safe and reliable operation of the buses in transit service. The Authority considers the Contractor's ability to plan, communicate and execute this service as a critical element of the bus procurement process.

Contractor shall be thoroughly knowledgeable of the following references, and regulations as they pertain to the service requirements and its implications under the agreement:

1. Code of Federal Regulations (CFR), 49 CFR 668 Bus Testing, United States Code (USC)
2. Code of Federal Regulations (CFR), 49 CFR, Part 571 – Federal Motor Vehicle Safety Standards

Contractor should also be familiar with and ensure the buses are in compliance with all applicable standards set forth in the following California Regulations:

1. California Vehicle Code, Division 12 – Equipment of Vehicles (Sections 24000 – 28150)
2. California Code of Regulations, Title 13 - Motor Vehicles, Division 2 - Department of the California Highway Patrol

III. **SERVICES REQUIREMENTS FOR BEB**

Contractor shall provide, at a minimum, the following services:

- A. All Federal Motor Vehicle Safety Standards (FMVSS) requirements/compliance among others.
- B. Technical Configuration Certification and Reports
- C. Vehicle Production Inspections and QA Reports for each vehicle.
- D. Pre-Delivery Inspection and Road Test Reports for each vehicle.
- E. Conditional Acceptance Testing at the Manufacturer's plants and test reports.
- F. Maintenance Manual Review with Deficiency Report

Contractor shall be responsible for knowledge of any updates, changes or amendments of these references or any other FTA/Department of Transportation (DOT) communication or requirement as they pertain to the Agreement. The Contractor shall notify the Authority of any changes that may occur during the period that shall be covered under the Agreement.

G. **TASKS**

- 1. See Section III, M to this Scope of Work for manufacturer's schedule for Lead Bus and Production buses.
- 2. Lead Bus inspection shall include configuration review of the Authority's Lead Bus.
- 3. Contractor's presentation of fully completed Lead Bus at the manufacturer's location.
- 4. Authority personnel, jointly with Resident Inspector, will perform a review of the Lead Bus at the manufacturer's facility. Authority personnel will be present, and the Resident Inspector will have the authority to authorize the Lead Bus for shipment.
- 5. Contractor must obtain licensing and registration of the Lead Bus prior to delivery to the Authority.
- 6. Continued inspection at the final delivery location, any of Authority's facilities in Orange County, California, including forty (40) hours of uninterrupted revenue service testing on the Lead Bus.
- 7. Completion of Lead Bus testing and review after all discrepancies are corrected to the Authority's satisfaction.
- 8. Authority issues Notice to Proceed (NTP) with the Production Run.

9. The same steps listed above shall be followed with the Production Run, with the exception of forty (40) hours of revenue service testing

H. SERVICE QUALITY

The performance of service under the Agreement shall be of the highest quality and be performed in a professional manner with regards to industry best practices. All aspects of the RI's performance under this Agreement shall conform to all applicable federal, state and local laws and regulations.

I. RESPONSIBILITIES

1. Authority shall be responsible for providing the Contractor with the bus specifications and pertinent contract information to include the manufacturing schedule as supplied by the manufacturer. The BEB production schedule is included in Section III, M, to this Scope of Work; however, it may be subject to change by the manufacturer.
2. Contractor shall represent the Authority during all hours of the manufacturing process for these buses on the sites of all of the manufacturing facilities where production is taking place. As such, the Resident Inspector shall establish and maintain a professional attitude and rapport with the manufacturer. Although the Authority may deploy its own personnel at the manufacturing site during vehicle manufacture, the Resident Inspector shall retain primary responsibility for QC oversight.
3. RI shall use a sign-in roster that shall be signed by the manufacturer's project manager for the build for accountability.
4. Overtime shall be defined as any hours worked beyond 8 hours in a single workday, as well as any work performed on weekends and recognized holidays. Overtime shall only be authorized by the Authority when requested by the manufacturer.
5. If overtime is used, the RI shall be used exclusively for the inspection of the Authority's buses during the production period.

J. LEAD BUS PRE-PRODUCTION PHASE FOR BEB

1. RI shall conduct a review of manufacturer's supplied documents for areas, such as those stated below, to ensure continued compliance with:
 - a. Buy America Pre-Award Compliance Audit
 - b. Buy America Pre-Award purchaser's requirement certification
 - c. Buy America Pre-Award FMVSS Certification
 - d. DOT Safety requirements/specifications/regulations

- e. Quality Control/Quality Assurance procedures.
 - f. ADA Compliance
2. RI will be provided with all contract documentation provided by the bus manufacturer prior to start of manufacture.
 3. Contractor shall meet with the manufacturer and Authority's personnel before starting the Lead Bus production. During this meeting, Contractor, Authority, and the manufacturer are expected to be present to finalize the bus configuration, specifications, decision-making processes for change orders, QA documentation required, and to review of the manufacturing processes and schedule. Additionally, the location for the RI shall be determined, along with the availability of support equipment (i.e. telephone, printer/scanner/fax machine, desk, etc.) and internet availability.
 4. RI shall prepare inspection documents and provide them to the Authority for review and approval prior to starting the Lead Bus inspection. These documents shall include individual vehicle final inspection sheet, in-process inspection forms, road test inspection forms, regulatory audit reports, periodic status reporting, etc. Forms applicable to the manufacturer (i.e. inspection forms) shall be supplied to the manufacturer before starting the Lead Bus inspection.
 5. RI shall review any applicable manufacturer's quality assurance process sheets to ensure conformance to the Authority specifications.
 6. RI shall review the manufacturer's written QA program and advise the Authority as to its conformance with generally acceptable industry standards. RI shall insure conformance of manufacture processes to this written program during the manufacture of Authority buses.
 7. RI will support the Authority in the decision-making process for approved equals and exceptions offered by the manufacturer during the manufacturing of these buses.

K. MANUFACTURING PHASE FOR BEB

1. RI(s) shall be dedicated to inspecting ten (10) BEBs on behalf of the Authority at the Anniston, Alabama Facility, and be on site at the manufacturer's location during all phases of manufacture, unless otherwise instructed by the Authority in writing.

2. Contractor shall provide continuity of RI during each bus acquisition for the Authority. It is crucial that the Contractor maintain continuity of personnel to assure smooth manufacture and quality control.
3. Contractor shall ensure sufficient staffing on site based on the production schedules and quantity of buses to ensure expedited production. Inspection delays cannot be allowed to slow down the manufacturing process, except for documented quality problems.
4. RI shall be available during all normal work hours of the manufacturer and must be dedicated solely to the Authority's production line. RI found to be inspecting buses outside of Authority's build may be cause for termination of the Agreement.
5. RI may work overtime only when authorized by the Authority's Project Manager.
6. RI(s) shall work cooperatively with manufacturers and the Authority representatives. The expected result is a high-quality transit vehicle completed on schedule, and in conformance with federal, state and local specifications, with minimal changes in configuration during manufacture.
7. Contractor shall designate a "Project Manager" if more than one (1) RI is assigned to a project. This Project Manager shall be the primary point of contact for the Authority staff act as the direct liaison with the manufacturer's personnel, and the only person delegated to make "stop work" or "stop ship" decisions on behalf of the Authority, based on pre-agreed criteria. The Authority will similarly appoint a single point of contact.
8. Contractor shall provide daily and weekly summary reports by e-mail and/or website updates to the designated Authority Project Manager. The written reports and/or website will include, at a minimum, the following items:
 - Production progress during the period
 - Production line movement identified by stage and the Authority vehicle numbers
 - New Flyer Production schedule
 - Buses entering production
 - Final inspection/Release for shipment.
 - Vehicle shipment status
 - Date Vehicle has shipped to the Authority
 - Specific problems encountered during the period.

- Status of problems/issues reported during the previous reporting periods
 - Pictures of issues found during production
 - Recommended solutions to problems/issues reported
 - Request for input from the Authority to make a decision or support the Contractor's position
 - General comments
9. Contractor shall ensure that the manufacture of the buses is in a manner consistent with all 49 CFR Part 571 and California State regulations (CCR Title 13, CHP, California Vehicle Code), as well as the Authority's specifications (incorporating any approved changes).
 10. RI shall inspect and certify that each bus complies with the Authority's configuration requirements, as approved with the Lead Bus. The Authority will provide Buy America content documents and bus specifications.
 11. Contractor shall maintain and distribute meeting minutes for any formal meeting (SWAT meetings, production audit meetings, etc.) held with the manufacturer and/or component manufacturers.
 12. Except for those differences among buses in a single order that might be required as per the specifications, the Contractor shall ensure that all transit buses manufactured are identical and interchangeable within the same order. Contractor shall similarly ensure that vehicle manuals and other documentation are updated with any changes to match actual vehicle configuration.
 13. During the production of the Lead Bus, the production line shall be thoroughly evaluated for its conformity to the agreements set forth during the initial audit process. This shall include compliance to the quality assurance program, testing requirements, documentation of certification testing, including but not limited to fastener testing, steel treatment, torque wrench calibration, welding testing paint adhesion testing, paint thickness testing, electrical wiring and component ratings and testing, etc.
 14. All final operational tests shall be checked during the final buy-off stage to help ensure that all of the appropriate testing has been completed. If the tests fail to meet the standard of the technical specifications, the Contractor shall develop a list that will be forwarded to the manufacturer requesting adjustments in the process or change orders to the vehicle or component. The goal is to make adjustments and changes during the testing within the final stages of the Lead Bus.

15. As part of the final inspection phase, the Contractor shall perform a road test, riding each bus and listening for abnormal power train noises, interior rattles, and observing for proper shift points, acceleration, braking performance, ride quality, and appropriate functioning of other bus systems.
16. Upon completion of manufacture of each unit, the Contractor shall perform a full acceptance test at the manufacturer's location prior to shipment to the Authority. Any defects noted shall be made known to the manufacturer and tracked for correction prior to shipment to the Authority. Upon approval for shipment by the Contractor, the Contractor shall transmit a copy of the inspection sheet to the Authority for each vehicle as quickly as practical to expedite final acceptance at the Authority. Contractor shall not allow the manufacturer to ship any vehicle that has not successfully passed his/her inspection, unless approved in writing by the Authority.
17. Specific emphasis shall be placed on undercarriage, powertrain components, electrical installation, electrical component integration and protection, brake components, wheelchair lift, air conditioning, fuel system plumbing, automatic fire detection/suppression system, and interior seating. It cannot be over-emphasized that the production line is critical point for identification and documentation of non-compliant matters and to clarify and resolve noted discrepancies and issues to include:
 - QC production procedures
 - Weld integration
 - Frame undercoating thickness.
 - Sheet metal application, fit and finish, sidewall trueness as well as sheet metal quality.
 - Protection of hydraulic lines, and electrical harnesses
 - Electrical component ratings, protection and proper grounding.
 - Proper clamping, routing and spacing of electrical wire harnesses from making contact with other components.
 - Proper securement of seats, and wheelchair securement devices (i.e. Q-Pod).
 - Torque seal on all critical fasteners.
 - Removal of excess wiring, no large bundles of wiring.
 - Proper ergonomic placement of driver's controls (i.e. mirror controls, manual fire suppression discharge button, etc.)
 - Driveline shielding
 - Battery box ventilation, and ambient battery temperature of 70° F

- Wire routing inside the SDS box.
 - Other quality related inspections to provide the Authority with a quality bus.
18. Contractor shall be responsible for providing, at a minimum, the following (as applicable) with each individual bus record:
- Inspection Report verifying conformity to all specifications.
 - Automatic Fire Suppression System Test
 - Water test certification
 - Front end alignment and steering stop adjustment certification.
 - “Completed Bus” inspection document.
 - Copy of defects and corrections noted during bus inspection.
 - Vehicle Identification Number (VIN) (copy of bus data plate)
 - Manufacturers’ inspection records
 - Certificate of Origin
 - Weight slip (curb weight)
 - Alternator maximum output test (Fully loaded)
 - Battery Test
 - Contractor’s inspection documents
 - Final factory bus inspection Report
 - Road Test function Report to include:
 - Acceleration test
 - Top Speed Test
 - Service Brake Test
 - Wheelchair Lift Brake Interlock Test
 - Parking Brake Test
 - Turning Effort Test
 - Turning Radius Test
 - Shift Quality
 - Retarder Deceleration Test
 - During road test, buses shall be driven up to sixty-five (65) miles per hour, with special attention given to driveline vibrations.
 - During the road test, one (1) bus should be taken to a weigh station to record the vehicle’s front axle weight; rear axle weight and total vehicle (curb) weight.
 - A list of major component serial numbers shall be documented for each bus; at a minimum the following components shall be listed:
 - Electric motor
 - HVAC Unit
 - AC Compressor

- Drive Axle
 - Power Steering Unit
 - Air Compressor
 - Cooling System
 - High voltage components, inverters, coolers, chillers, coolant pumps, etc.
 - All other components that the manufacturer will require in order to process warranty claims
19. RI shall be responsible for providing, at a minimum, the following (as applicable) with each separate bus build:
- A statement which certifies that the product meets the Authority's specifications and is being built within the requirements outlined in 49 CFR, Sections 663.27, 663.25 & 663.23.
 - Resident Inspector shall certify that each bus was built to the specified DOT requirements/specifications and the Authority configuration in accordance with 49 CFR, Sections, 663.33, 663.35, 663.37 & 663.39.

L. POST-PRODUCTION ACTIVITIES

1. RI(s) shall provide final written documentation to the Authority summarizing the production processes and issues supplemented for each bus, as well as copies of the inspection write-ups of each vehicle inspected.
2. In addition to the bus production documents and Road Test Sheets, all memoranda and QA correspondence shall be stored and chronologically organized and provided in the final production report.

M. PRODUCTION SCHEDULE FOR LEAD BUS AND PRODUCTION OF BUSES

The Authority shall provide the RI with a copy of the BEB specification as described in Purchase Order No. C-3-3022. New Flyer's delivery is based on delivering the buses as specified in the following schedule:

1. One (1) Lead Bus by Q2 of 2025
2. Ten (10) Production Buses by Q1 of 2026
 - Estimated Lead Bus line entry at thirty-four (34) weeks after NTP
 - Estimated Lead Bus delivery at forty-two (42) weeks after NTP
 - Estimated production bus start line entry at fifty-six (56) weeks after NTP (eight (8)-week production estimate)
 - Estimated production bus start delivery at sixty-four (64)

- weeks after NTP
- Estimated final bus delivered at one-hundred four (104) weeks (June 30, 2026) from NTP.

IMPORTANT: The proposed schedule could be subject to changes based on unforeseen events.

IV. SERVICE REQUIREMENTS FOR FCEB

Contractor shall provide, at a minimum, the following services:

- A. All Federal Motor Vehicle Safety Standards (FMVSS) requirements/compliance among others.
- B. Technical Configuration Certification and Reports
- C. Vehicle Production Inspections and QA Reports for each vehicle.
- D. Pre-Delivery Inspection and Road Test Reports for each vehicle.
- E. Conditional Acceptance Testing at the Manufacturer's plants and test reports.
- F. Maintenance Manual Review with Deficiency Report

Contractor shall be responsible for knowledge of any updates, changes or amendments of these references or any other FTA/Department of Transportation (DOT) communication or requirement as they pertain to the Agreement. The Contractor shall notify the Authority of any changes that may occur during the period that shall be covered under the Agreement.

G. TASKS

- 1. See Section IV, M to this Scope of Work for manufacturer's schedule for Lead Bus and production buses.
- 2. Lead Bus inspection shall include configuration review of the Authority's Lead Bus.
- 3. Contractor's presentation of fully completed Lead Bus at the manufacturer's location. Authority personnel, jointly with Resident Inspector, will perform a review of the Lead Bus at the manufacturer's facility. Authority personnel will be present, and the Resident Inspector will have the authority to authorize the Lead Bus for shipment.
- 4. Contractor must obtain licensing and registration of the Lead Bus prior to delivery to the Authority.
- 5. Continued inspection at the final delivery location, any of Authority's facilities in Orange County, California, including forty (40) hours of uninterrupted revenue service testing on Lead Bus only.

6. Completion of Lead Bus testing and review after all discrepancies are corrected to the Authority's satisfaction.
7. The Authority issues NTP with the Production Run.
8. Same above listed steps are followed with the Production Run, with the exception of forty (40) hours of revenue service testing

H. SERVICE QUALITY

The performance of service under the Agreement shall be of the highest quality and be performed in a professional manner with regards to industry best practices. All aspects of the Contractor's performance under this Agreement shall conform to all applicable federal, state and local laws and regulations.

I. RESPONSIBILITIES

1. The Authority shall be responsible for providing the Contractor with the bus specifications and pertinent contract information to include the manufacturing schedule as supplied by the manufacturer. The FCEB production schedule is included in Section IV, M to this Scope of Work; however, it may be subject to change by the manufacturer.
2. Contractor shall represent the Authority during all hours of the manufacturing process for these buses on the sites of all of the manufacturing facilities where production is taking place. As such, Resident Inspector shall establish and maintain a professional attitude and rapport with the manufacturer. Although the Authority may deploy its own personnel at the manufacturing site during vehicle manufacture, the Contractor shall retain primary responsibility for QC oversight.
3. RI(s) shall use a sign-in roster that shall be signed by the manufacturer's project manager for the build for accountability.
4. Overtime shall be defined as any hours worked beyond 8 hours in a single workday, as well as any work performed on weekends and recognized holidays. Overtime shall only be authorized by the Authority when requested by the manufacturer.
5. If overtime is used, the Resident Inspector shall be used exclusively for the inspection of the Authority's buses during the production period.

J. LEAD BUS PRE-PRODUCTION PHASE FOR FCEB

1. Contractor shall conduct a review of manufacturer's supplied documents for areas, such as those stated below, to ensure continued compliance:
 - a. Buy America Pre-Award Compliance Audit
 - b. Buy America Pre-Award purchaser's requirement certification
 - c. Buy America Pre-Award FMVSS Certification
 - d. DOT Safety requirements/specifications/regulations
 - e. Quality Control/Quality Assurance procedures.
 - f. ADA Compliance
2. Contractor will be provided with all contract documentation provided by the bus manufacturer prior to start of manufacture.
3. Contractor shall meet with the manufacturer and the Authority personnel before the start of the Lead Bus production. During this meeting, Contractor, Authority and the manufacturer are expected to be present to finalize bus configuration, specifications, decision-making processes for change orders, QA documentation required, and to review the manufacturing processes and schedule. Additionally, location for the RI shall be determined, along with the availability of support equipment (i.e. telephone, printer/scanner/fax machine, desk, etc.) and internet availability.
4. Contractor shall prepare inspection documents and provide them for the Authority to review and approve prior to starting the inspection of Lead Bus. These documents shall include individual vehicle final inspection sheet, and in-process inspection forms, road test inspection forms, regulatory audit reports, periodic status reporting, etc. Forms applicable to the manufacturer (i.e., inspection forms) shall be supplied to the manufacturer before starting inspection of Lead Bus.
5. Contractor shall review any applicable manufacturer's quality assurance process sheets to ensure conformance to the Authority specifications.
6. Contractor shall review the manufacturer's written QA program and advise the Authority as to its conformance with generally acceptable industry standards. Contractor shall insure conformance of manufacture processes to this written program during the manufacture of Authority buses.

7. Contractor will support the Authority in the decision-making process for approved equals and exceptions offered by the manufacturer during the manufacturing of these buses.

K. MANUFACTURING PHASE

1. RI(s) shall be dedicated to inspecting ten (10) Authority buses at the Anniston, Alabama facility, and be on site at the manufacturer's location during all phases of manufacture, unless otherwise instructed by the Authority in writing.
2. Contractor shall provide continuity of RI during each bus acquisition for the Authority. It is crucial that Contractor maintain continuity of personnel to assure smooth manufacture and quality control.
3. Contractor shall ensure sufficient staffing on site based on the production schedules and quantity of buses to ensure expedited production. Inspection delays cannot be allowed to slow down the manufacturing process, except for documented quality problems.
4. RI shall be available during all normal work hours of the manufacturer and must be dedicated solely to the Authority's production line. Resident Inspector found to be inspecting buses outside of Authority's build may be cause for termination of the Agreement.
5. RI shall work overtime only when authorized by the Authority's Project Manager.
6. RI(s) shall work cooperatively with manufacturers and the Authority representatives. The expected result is a high-quality transit vehicle completed on schedule, and in conformance with federal, state and local specifications, with minimal changes in configuration during manufacture.
7. Contractor shall designate a "Project Manager" (in the event more than one (1) RI is assigned to a project). This person shall be the primary point of contact for the Authority staff, and shall be the direct liaison with the manufacturer's personnel, and the only person delegated to make "stop work" or "stop ship" decisions on behalf of the Authority, based on pre-agreed criteria. The Authority will similarly appoint a single point of contact.
8. Contractor shall provide daily and weekly summary reports by e-mail and/or website updates to the designated Authority Project Manager. The written reports and/or website will include, at a minimum, the following items:

- Production progress during the period
 - Production line movement identified by stage and the Authority vehicle numbers
 - New Flyer Production schedule
 - Buses entering production
 - Final inspection/Release for shipment.
 - Vehicle shipment status
 - Date Vehicle has shipped to the Authority
 - Specific problems encountered during the period.
 - Status of problems/issues reported during the previous reporting periods
 - Pictures of issues found during production
 - Recommended solutions to problems/issues reported
 - Request for input from the Authority to make a decision or support the Contractor's position
 - General comments
9. Contractor shall ensure that the manufacture of the buses is in a manner consistent with all 49 CFR Part 571 and California State regulations (CCR Title 13, CHP, California Vehicle Code), as well as the Authority's specifications (incorporating any approved changes).
 10. RI shall inspect and certify that each bus complies with the Authority configuration requirements, as approved with the Lead Bus. The Authority will provide Buy America content documents and bus specifications.
 11. Contractor shall maintain and distribute meeting minutes for any formal meeting (Swat meetings, production audit meetings, etc.) held with the manufacturer and/or component manufacturers.
 12. Except for those differences among buses in a single order that might be required for in the specifications, Contractor shall ensure that all transit buses manufactured are identical and interchangeable within the same order. Contractor shall similarly ensure that vehicle manuals and other documentation are updated with any changes to match actual vehicle configuration.
 13. During the production of Lead Bus, the production line shall be thoroughly evaluated for its conformity to the agreements set forth during the initial audit process. This shall include compliance to the quality assurance program, testing requirements, documentation of certification testing, including but not limited to fastener testing, steel treatment, torque wrench calibration, welding testing, paint adhesion testing, paint thickness testing, electrical wiring and component ratings and testing, etc.

14. All final operational tests shall be checked during the final buy-off stage to help ensure that all of the appropriate testing has been completed. If the tests fail to meet the standard of the technical specifications, the RI shall develop a list that will be forwarded to the manufacturer requesting adjustments in the process or change orders to the vehicle or component. The goal is to make adjustments and changes during the testing within the final stages of the Lead Bus.
15. As part of the final inspection phase, the RI shall perform a road test, riding each bus and listening for abnormal power train noises, interior rattles, and observing for proper shift points, acceleration, braking performance, ride quality, and appropriate functioning of other bus systems.
16. Upon completion of manufacture of each unit, the RI shall perform a full acceptance test at the manufacturer's location prior to shipment to the Authority. Any defects noted shall be made known to the manufacturer and tracked for correction prior to shipment to the Authority. Upon approval for shipment by the RI, Contractor shall transmit a copy of the inspection sheet to the Authority for each vehicle as quickly as practical to expedite final acceptance at the Authority. Contractor shall not allow the manufacturer to ship any vehicle that has not successfully passed his/her inspection, unless approved in writing by the Authority.
17. Specific emphasis shall be placed on undercarriage, powertrain components, electrical installation, electrical component integration and protection, brake components, wheelchair lift, air conditioning, fuel system plumbing, automatic fire detection/suppression system, and interior seating. It cannot be over-emphasized that the production line is critical point for identification and documentation of non-compliant matters and to clarify and resolve noted discrepancies and issues to include:
 - QC production procedures.
 - Weld integration
 - Frame undercoating thickness.
 - Sheet metal application, fit and finish, sidewall trueness as well as sheet metal quality.
 - Protection of hydraulic lines, fuel lines and electrical harnesses.
 - Electrical component ratings, protection and proper grounding.

- Proper clamping, routing and spacing of electrical wire harnesses from making contact with other components.
 - Proper securement of seats, and wheelchair securement devices (i.e. Q-Pod).
 - Torque seal on all critical fasteners.
 - Removal of excess wiring, no large bundles of wiring.
 - Proper ergonomic placement of driver's controls (i.e. mirror controls, manual fire suppression discharge button, etc.)
 - Driveline shielding
 - Battery box ventilation, and ambient battery temperature of 70° F
 - Wire routing inside the SDS box.
 - Other quality related inspections to provide the Authority with a quality bus.
18. Contractor shall be responsible for providing at a minimum, the following (as applicable) with each individual bus record:
- Inspection Report verifying conformity to all specifications.
 - Automatic Fire Suppression System Test
 - Water test certification
 - Front end alignment and steering stop adjustment certification.
 - "Completed Bus" inspection document.
 - Copy of defects and corrections noted during bus inspection.
 - Vehicle Identification Number (VIN) (copy of bus data plate)
 - Manufacturers' inspection records
 - Certificate of Origin
 - Weight slip (curb weight)
 - Alternator maximum output test (Fully loaded)
 - Battery Test
 - Contractor's inspection documents
 - Final factory bus inspection Report
 - Road Test function Report to include:
 - Acceleration test
 - Top Speed Test
 - Service Brake Test
 - Wheelchair Lift Brake Interlock Test
 - Parking Brake Test
 - Turning Effort Test
 - Turning Radius Test
 - Shift Quality
 - Retarder Deceleration Test

- During road test buses shall be driven up to 65 miles per hour, with special attention given to driveline vibrations.
 - During the road test, one vehicle should be taken to a weigh station to record the vehicle's front axle weight; rear axle weight and total vehicle (curb) weight.
 - A list of major component serial numbers shall be documented for each bus; at a minimum the following components shall be listed:
 - Fuel Cell
 - Electric motor
 - HVAC Unit
 - AC Compressor
 - Drive Axle
 - Power Steering Unit
 - Air Compressor
 - Cooling System
 - High voltage components, inverters, coolers, chillers, coolant pumps, etc.
 - All other components that the manufacturer will require in order to process warranty claims
19. Contractor shall be responsible for providing, at a minimum, the following (as applicable) with each separate bus build:
- A statement which certifies that the product meets the Authority's specifications and is being built within the requirements outlined in 49 CFR, Sections 663.27, 663.25 & 663.23.
 - Contractor shall certify that each bus was built to the specified DOT requirements/specifications and the Authority configuration in accordance with 49 CFR, Sections, 663.33, 663.35, 663.37 & 663.39.

L. POST-PRODUCTION ACTIVITIES

3. The RI shall provide final written documentation to the Authority summarizing the production processes and issues supplemented for each bus, as well as copies of the inspection write-ups of each vehicle inspected.
4. In addition to the bus production documents and Road Test Sheets, all memoranda and QA correspondence shall be stored and chronologically organized and provided in the final production report.

M. PRODUCTION SCHEDULE FOR FCEB LEAD BUS AND PRODUCTION OF BUSES

The Authority will provide the Resident Inspector with a copy of the BEB specification as described in Purchase Order No. C-3-3022. New Flyer's delivery is based on delivering the buses as specified in the following schedule:

3. One (1) Lead Bus by Q2 of 2025
4. Forty (40) Production Buses by Q2 of 2026
 - Estimated Lead Bus line entry thirty-four (34) weeks after NTP
 - Estimated Lead Bus delivery at forty-two (42) weeks after NTP
 - Estimated production bus start line entry at forty-nine (49) weeks after NTP (eight (8)-week production estimate)
 - Estimated production bus start delivery at fifty-seven (57) weeks after NTP
 - Estimated final bus delivered at one-hundred four (104) weeks (June 30, 2026) from NTP.

IMPORTANT: The proposed schedule could be subject to changes based on unforeseen event

SECTION III: AGREEMENT

AGREEMENT NO. C-5-3876

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THIS AGREEMENT is effective this ____ day of _____, 2024 ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), and , , , , (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, AUTHORITY requires assistance from CONTRACTOR to provide in-plant bus inspection services; and

WHEREAS, said work cannot be performed by the regular employees of AUTHORITY; and

WHEREAS, CONTRACTOR has represented that it has the requisite personnel and experience, and is capable of performing such services; and

WHEREAS, CONTRACTOR wishes to perform these services;

NOW, THEREFORE, it is mutually understood and agreed by AUTHORITY and CONTRACTOR as follows:

ARTICLE 1. COMPLETE AGREEMENT

A. This Agreement, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of this Agreement between AUTHORITY and CONTRACTOR and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.

B. AUTHORITY's failure to insist in any one or more instances upon CONTRACTOR's

performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance or to future performance of such terms or conditions and CONTRACTOR's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

ARTICLE 2. AUTHORITY DESIGNEE

The Chief Executive Officer of AUTHORITY, or designee, shall have the authority to act for and exercise any of the rights of AUTHORITY as set forth in this Agreement.

ARTICLE 3. SCOPE OF WORK

A. CONTRACTOR shall perform the work necessary to complete in a manner satisfactory to AUTHORITY the services set forth in Exhibit A, entitled "Scope of Work," attached to and, by this reference, incorporated in and made a part of this Agreement. All services shall be provided at the times and places designated by AUTHORITY.

B. CONTRACTOR shall provide the personnel listed below to perform the above-specified services, which persons are hereby designated as key personnel under this Agreement.

Names

Functions

C. No person named in paragraph B of this Article, or his/her successor approved by AUTHORITY, shall be removed or replaced by CONTRACTOR, nor shall his/her agreed-upon function or level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should the services of any key person become no longer available to CONTRACTOR, the resume and qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key

1 person, unless CONTRACTOR is not provided with such notice by the departing employee. AUTHORITY
2 shall respond to CONTRACTOR within seven (7) calendar days following receipt of these qualifications
3 concerning acceptance of the candidate for replacement.

4 **ARTICLE 4. TERM OF AGREEMENT**

5 A. This Agreement shall commence upon execution by both parties and shall continue in full
6 force and effect through March 31, 2027, unless earlier terminated or extended as provided in this
7 Agreement.

8 **ARTICLE 5. PAYMENT**

9 A. For CONTRACTOR's full and complete performance of its obligations under this Agreement
10 and subject to the maximum cumulative payment obligation provisions set forth in Article 6, AUTHORITY
11 shall pay CONTRACTOR on a firm-fixed price basis in accordance with the following provisions.

12 B. CONTRACTOR shall invoice AUTHORITY on a monthly basis for payments corresponding
13 to the work actually completed by CONTRACTOR. CONTRACTOR shall not charge AUTHORITY for
14 driving time. Work completed shall be documented in a monthly progress report prepared by
15 CONTRACTOR, which shall accompany each invoice submitted by CONTRACTOR. AUTHORITY shall
16 pay CONTRACTOR at the firm-fixed rates specified in Exhibit B, entitled "Price Summary Sheet," which
17 is attached to and by this reference, incorporated in and made a part of this Agreement. These rates shall
18 remain fixed for the term of this Agreement and are acknowledged to include CONTRACTOR's overhead
19 costs, general costs, travel costs, administrative costs and profit. CONTRACTOR shall also furnish such
20 other information as may be requested by AUTHORITY to substantiate the validity of an invoice. At its
21 sole discretion, AUTHORITY may decline to make full payment until such time as CONTRACTOR has
22 documented to AUTHORITY's satisfaction, that CONTRACTOR has fully completed all work required.
23 AUTHORITY's payment in full shall constitute AUTHORITY's final acceptance of CONTRACTOR's work.

24 C. Invoices shall be submitted by CONTRACTOR on a monthly basis and shall be submitted in
25 duplicate to AUTHORITY's Accounts Payable office. CONTRACTOR may also submit invoices
26 electronically to AUTHORITY's Accounts Payable Department at vendorinvoices@octa.net. Each invoice

shall be accompanied by the monthly progress report specified in paragraph B of this Article. AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each invoice. Each invoice shall include the following information:

1. Agreement No. C-5-3876;
2. Specify the effort for which the payment is being requested;
3. The time period covered by the invoice;
4. Labor (staff name, hours charged, hourly billing rate, current charges, and cumulative charges) performed during the billing period;
5. Total monthly invoice (including project-to-date cumulative invoice amount);
6. Monthly Progress Report.
7. Certification signed by the CONTRACTOR or his/her designated alternate that a) The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup information included with the invoice is true, complete and correct in all material respects; c) All payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The invoice does not include any amount which CONTRACTOR intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice.
8. Any other information as agreed or requested by AUTHORITY to substantiate the validity of an invoice.

ARTICLE 6. MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CONTRACTOR mutually agree that AUTHORITY's maximum cumulative payment obligation (including obligation for CONTRACTOR's profit) shall be _____ Dollars (\$.00) which shall include all amounts payable to CONTRACTOR for its subcontracts, leases, materials and costs arising from, or due to termination of, this Agreement.

/

ARTICLE 7. NOTICES

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid and addressed as follows:

To CONTRACTOR:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Monique Touch

Title:

Title: Sr. Contract Administrator

Phone:

Phone: (714) 560 - 5630

Email:

Email: mtouch@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

A. CONTRACTOR's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. CONTRACTOR's personnel performing services under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of AUTHORITY. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

B. Should CONTRACTOR's personnel or a state or federal agency allege claims against AUTHORITY involving the status of AUTHORITY as employer, joint or otherwise, of said personnel, or allegations involving any other independent contractor misclassification issues, CONTRACTOR shall defend and indemnify AUTHORITY in relation to any allegations made.

ARTICLE 9. INSURANCE

A. CONTRACTOR shall procure and maintain insurance coverage during the entire term of this 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, 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. Professional Liability with minimum limits of \$1,000,000

B. Proof of such coverage, in the form of a certificate of insurance and an insurance policy blanket additional insured endorsement, designating 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 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 also include in each subcontract, the stipulation that subcontractors shall maintain insurance coverage in the amounts required from CONTRACTOR as provided in the Agreement.

1 D. Subcontractor will be required to include AUTHORITY as additional insureds on the
2 Commercial General Liability, and Auto Liability insurance policies.

3 E. Insurer must provide AUTHORITY with at least thirty (30) days' prior notice of cancellation or
4 material modification of coverage, and ten (10) days' prior notice for non-payment of premium.

5 F. CONTRACTOR shall submit required insurance certificates to AUTHORITY's insurance
6 tracking contractor, InsureTrack. CONTRACTOR shall respond directly to InsureTrack's request for
7 updated insurance certificates and other insurance-related matters by email to octa@instracking.com.

8 G. CONTRACTOR shall include on the face of the certificate of insurance, the following
9 information:

10 1. The Agreement Number C-5-3876 and, the Sr. Contract Administrator's Name,
11 Monique Touch.

12 2. For Certificate Holder: The Orange County Transportation Authority, its officers,
13 directors, employers and agents, c/o InsureTrack, P.O. Box 60840 Las Vegas, NV 89160.

14 **ARTICLE 10. ORDER OF PRECEDENCE**

15 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:
16 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of IFB 5-3876;
17 (3) CONTRACTOR's bid dated _____; and (4) all other documents, if any, cited herein or incorporated
18 by reference.

19 **ARTICLE 11. CHANGES**

20 By written notice or order, AUTHORITY may, from time to time, order work suspension and/or
21 make changes in the general scope of this Agreement, including, but not limited to, the services furnished
22 to AUTHORITY by CONTRACTOR as described in the Scope of Work. If any such work suspension or
23 change causes an increase or decrease in the price of this Agreement, or in the time required for its
24 performance, CONTRACTOR shall promptly notify AUTHORITY thereof and assert its claim for
25 adjustment within ten (10) calendar days after the change or work suspension is ordered, and an
26 equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONTRACTOR

1 from proceeding immediately with the Agreement as changed.

2 **ARTICLE 12. DISPUTES**

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

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

14 **ARTICLE 13. TERMINATION**

15 A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or part,
16 by giving CONTRACTOR written notice thereof. Upon said notice, AUTHORITY shall pay
17 CONTRACTOR its allowable costs incurred to date of termination and those allowable costs determined
18 by AUTHORITY to be reasonably necessary to effect such termination. Thereafter, CONTRACTOR shall
19 have no further claims against AUTHORITY under this Agreement.

20 B. In the event either Party defaults in the performance of any of their obligations under this
21 Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the
22 option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Upon
23 receipt of such notice, CONTRACTOR shall immediately cease work, unless the notice from
24 AUTHORITY provides otherwise. Upon receipt of the notice from AUTHORITY, CONTRACTOR shall
25 submit an invoice for work and/or services performed prior to the date of termination. AUTHORITY shall
26 pay CONTRACTOR for work and/or services satisfactorily provided to the date of termination in

1 compliance with this Agreement. Thereafter, CONTRACTOR shall have no further claims against
2 AUTHORITY under this Agreement. AUTHORITY shall not be liable for any claim of lost profits or
3 damages for such termination.

4 **ARTICLE 14. INDEMNIFICATION**

5 CONTRACTOR shall indemnify, defend, and hold harmless AUTHORITY, its officers, directors,
6 employees and agents (indemnities) from and against any and all claims (including attorneys' fees and
7 reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death,
8 damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by
9 CONTRACTOR, its officers, directors, employees, agents, subcontractor or suppliers in connection with
10 or arising out of the performance of this Agreement.

11 Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify
12 AUTHORITY, its officers, directors, employees and agents shall not apply to such claims or liabilities
13 arising from the sole or active negligence or willful misconduct of AUTHORITY.

14 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

15 A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by
16 CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be
17 subcontracted by CONTRACTOR, without the prior written consent of AUTHORITY. Consent by
18 AUTHORITY shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all
19 terms and conditions of this Agreement.

20 B. If CONTRACTOR wishes to subcontract any of the work described in Exhibit B, AUTHORITY
21 must be given prior notification and must consent to CONTRACTOR's subcontracting portions of the
22 Scope of Work to the requested subcontractor(s). If AUTHORITY approves of the subcontractor,
23 CONTRACTOR shall include in the subcontract agreement the stipulation that CONTRACTOR, not
24 AUTHORITY, is solely responsible for payment to the subcontractor for the amounts owing and that the
25 subcontractor shall have no claim, and shall take no action, against AUTHORITY, its officers, directors,
26 employees or sureties for nonpayment by CONTRACTOR.

Subcontractor Name/Addresses**Subcontractor Amounts**

\$.00

\$.00

\$.00

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

CONTRACTOR shall provide AUTHORITY, or other agents of AUTHORITY, such access to CONTRACTOR's accounting books, records, payroll documents and facilities, as AUTHORITY deems necessary. 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. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors identified in Article 15 of this Agreement. CONTRACTOR shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

ARTICLE 17. 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 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 AUTHORITY in writing Conflict of Interest issues as soon as they are known to 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.

A. If AUTHORITY determines that CONTRACTOR, its employees, or subCONTRACTORs are subject to disclosure requirements under the Political Reform Act (Government Code section 81000 et

seq.), CONTRACTOR and its required employees and subcontractors shall complete and file Statements of Economic Interest (Form 700) with AUTHORITY's Clerk of the Board disclosing all required financial interests.

ARTICLE 18. 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 19. PROHIBITION ON PROVIDING ADVOCACY SERVICES

CONTRACTOR and all subcontractors performing work under this Agreement, shall be prohibited from concurrently representing or lobbying for any other party competing for a contract with AUTHORITY, either as a prime CONTRACTOR or subcontractor. Failure to refrain from such representation may result in termination of this Agreement.

ARTICLE 20. 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 21. EQUAL EMPLOYMENT OPPORTUNITY

In connection with its performance under this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. CONTRACTOR 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.

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ARTICLE 22. PROHIBITED INTERESTS

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.

ARTICLE 23. OWNERSHIP OF REPORTS AND DOCUMENTS

A. The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made for CONTRACTOR's records but shall not be furnished to others without written authorization from AUTHORITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by AUTHORITY.

B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to CONTRACTOR in connection with the performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any purposes other than the performance under this Agreement, nor be disclosed to an entity not connected with the performance of the project. CONTRACTOR shall comply with AUTHORITY's policies regarding such material. Nothing furnished to CONTRACTOR, which is otherwise known to CONTRACTOR or is or becomes generally known to the related industry shall be deemed confidential. CONTRACTOR shall not use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without the express written consent of AUTHORITY.

C. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be released by CONTRACTOR to any other person or agency except after prior written approval by AUTHORITY, except as necessary for the performance of services under this Agreement. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be handled only by AUTHORITY unless otherwise agreed to by CONTRACTOR and AUTHORITY.

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ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT

A. In lieu of any other warranty by AUTHORITY or CONTRACTOR against patent or copyright infringement, statutory or otherwise, it is agreed that CONTRACTOR shall defend at its expense any claim or suit against AUTHORITY on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and CONTRACTOR shall pay all costs and damages finally awarded in any such suit or claim, provided that CONTRACTOR is promptly notified in writing of the suit or claim and given authority, information and assistance at CONTRACTOR's expense for the defense of same. However, CONTRACTOR will not indemnify AUTHORITY if the suit or claim results from: (1) AUTHORITY's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONTRACTOR when such use in combination infringes upon an existing U.S. letters patent or copyright.

B. CONTRACTOR shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. CONTRACTOR shall not be obligated to indemnify AUTHORITY under any settlement made without CONTRACTOR's consent or in the event AUTHORITY fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at CONTRACTOR's expense. If the use or sale of said item is enjoined as a result of such suit or claim, CONTRACTOR, 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 and copyright indemnity thereto.

ARTICLE 25. FINISHED AND PRELIMINARY DATA

A. All of CONTRACTOR's finished technical data, including but not limited to illustrations, photographs, tapes, software, software design documents, including without limitation source code, binary code, all media, technical documentation and user documentation, photoprints and other graphic information required to be furnished under this Agreement, shall be AUTHORITY's property upon

1 payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary restriction
2 except as elsewhere authorized in this Agreement. CONTRACTOR further agrees that it shall have no
3 interest or claim to such finished, AUTHORITY-owned, technical data; furthermore, said data is subject
4 to the provisions of the Freedom of Information Act, 5 USC 552.

5 B. It is expressly understood that any title to preliminary technical data is not passed to
6 AUTHORITY but is retained by CONTRACTOR. Preliminary data includes roughs, visualizations,
7 software design documents, layouts and comprehensives prepared by CONTRACTOR solely for the
8 purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given
9 for preparation of finished artwork. Preliminary data title and right thereto shall be made available to
10 AUTHORITY if CONTRACTOR causes AUTHORITY to exercise Article 11, and a price shall be
11 negotiated for all preliminary data.

12 **ARTICLE 26. HEALTH AND SAFETY REQUIREMENT**

13 CONTRACTOR shall comply with all the requirements set forth in Exhibit ____, Level 1 Safety
14 Specifications.

15 **ARTICLE 27. LIMITATION ON GOVERNMENTAL DECISIONS**

16 CONTRACTOR shall not make, participate in making, or use its position to influence any
17 governmental decisions as defined by the Political Reform Act, Government Code section 8100 et seq.,
18 and the implementing regulations in Title 2 of the California Code of Regulations section 18110 et seq.
19 CONTRACTOR's personnel performing services under this Agreement shall not authorize or direct any
20 actions, votes, appoint any person, obligate, or commit AUTHORITY to any course of action or enter into
21 any contractual agreement on behalf of AUTHORITY. In addition, CONTRACTOR's personnel shall not
22 provide information, an opinion, or a recommendation for the purpose of affecting a decision without
23 significant intervening substantive review by AUTHORITY personnel, counsel, and management.

24 **ARTICLE 28. FORCE MAJEURE**

25 Either party shall be excused from performing its obligations under this Agreement during the time
26 and to the extent that it is prevented from performing by an unforeseeable cause beyond its control,

including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-5-3876 to be executed as of the date of the last signature below.

CONTRACTOR

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

By: _____

Georgia Martinez
Department Manager, Contract Administration and
Procurement

APPROVED AS TO FORM:

By: _____

James M. Donich
General Counsel

SECTION IV: BID PACKAGE

SECTION IV. BID PACKAGE

The bidder must complete all the forms identified below. The bid may 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

EXHIBIT C. INFORMATION REQUIRED OF BIDDER

Bidder must provide all the information requested in this form.

EXHIBIT E. STATUS OF PAST AND PRESENT CONTRACTS FORM

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

EXHIBIT F. LIST OF SUBCONTRACTORS FORM

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: 5-3876

DESCRIPTION: IN-PLANT INSPECTION SERVICES
FOR ZERO EMISSION 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: _____

Effective for a two (2)-year term, in accordance with the Authority's requirements as specified in Section II, entitled "Scope of Work."

Quantities listed on the Price Summary Sheet are for evaluation purposes only and do not imply any guaranteed minimum or maximum usage by the Authority.

Bidders must bid on all line items for the items listed in Exhibit B, "Price Summary Sheet" or will be deemed non-responsive. Prices quoted shall remain firm for the term of the agreement.

Labor rates shall include all direct costs, including, but is not limited to profits, any additional incidental cost, travel, and all expenses required to perform service, such any changes to the schedule. In-plant inspection services for zero emission buses described

herein are to be provided to the following location and bus manufacturing facility:

New Flyer of America, Inc.
106 National Drive
Anniston, Alabama 36207

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

EXHIBIT B: PRICE SUMMARY SHEET

PRICE SUMMARY SHEET

Labor rates below are fully-burdened rates for In-Plant Inspection Services for Zero-Emission Buses as specified in Section II, Scope of Work. Labor rates include all direct costs, including profits, any additional incidental cost, travel, and all expenses required to perform service, such as any changes to the schedule. Contractor agrees to provide quality assurance inspections on a per vehicle basis.

Effective through March 31, 2027

1. Inspection service rates for up to ten (10), 40-foot Battery Electric Buses (BEB) as described in Section III, "Service Requirements for BEB", of Section II, "Scope of Work".

Labor & Other Direct Costs (ODC) / Expenses		
Lead Bus for dedicated in-plant inspection services and expenses		
No. of Bus	Fully-Burdened Rate Per Bus	Extended Total Cost
1	\$	\$
Total Firm-Fixed Price (Labor & ODC/Expenses)		\$

Labor & Other Direct Costs (ODC) / Expenses		
Production Buses for dedicated in-plant inspection services and expenses		
No. of Buses	Fully-Burdened Rate Per Bus	Extended Total Cost
9	\$	\$
Total Firm-Fixed Price (Labor & ODC/Expenses)		\$

Labor & Other Direct Costs (ODC) / Expenses		
Additional hourly rates due to unplanned/unscheduled changes to manufacturer schedule		
Additional Fully-Burdened Hourly Rate (Labor & ODC/Expenses)*		\$

Labor & Other Direct Costs (ODC) / Expenses		
Overtime hourly rate, in the event that Overtime is required.**		
Overtime, fully-burdened, hourly rates (Labor & ODC/Expenses)*		\$

ESTIMATED TOTAL FOR BEB: \$_____

2. Inspection service rates for up to forty (40), 40-foot Fuel Cell Electric Buses (FCEB) as described in Section IV, "Service Requirements for FCEB", of the Section II, "Scope of Work".

Labor & Other Direct Costs (ODC) / Expenses		
Lead Bus for dedicated in-plant inspection services and expenses		
No. of Buses	Fully-Burdened Rate Per Bus	Extended Total Cost
1	\$	\$
Total firm fixed price (labor & ODC/expenses)		\$
Labor & Other Direct Costs (ODC) / Expenses		
Production Buses for dedicated in-plant inspection services and expenses		
No. of Buses	Fully-Burdened Rate Per Bus	Extended Total Cost
39	\$	\$
Total firm fixed price (labor & ODC/expenses)		\$

Labor & Other Direct Costs (ODC) / Expenses	
Additional hourly rate due to unplanned/unscheduled changes to manufacturer schedule	
Additional fully-burdened Hourly Rate (Labor & ODC/Expenses)*	\$

Labor & Other Direct Costs (ODC) / Expenses	
Overtime hourly rate, in the event that overtime is required**	
Overtime fully-burdened Hourly Rate (Labor & ODC/Expenses)*	\$

IMPORTANT: Manufacturer's schedule may be subject to changes based on unforeseen events.

*Based on manufacturing schedule provided at time of award.

** Overtime shall be defined as any hours worked beyond 8 hours in a single workday, as well as any work performed on weekends and recognized holidays.

ESTIMATED TOTAL FOR FCEB: \$ _____

ESTIMATED TOTAL LUMP SUM FOR BEB and FCEB: \$ _____

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 and Phone Number	Total Cost

EXHIBIT D: SAFETY SPECIFICATIONS

LEVEL 1 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, bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements; each Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be applied for the safeguard of public and employees.

1.2 REGULATORY

- A. Injury/Illness Prevention Program
The Contractor shall comply with CCR Title 8, Section with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier

contractors, suppliers, and vendors. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

B. Substance Abuse Prevention Program

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

C. Heat Illness Prevention Program

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

D. Hazard Communication Program

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

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

E. Storm Water Pollution Prevention Plan

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

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

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

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

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

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

1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

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

1.5 PERSONAL PROTECTIVE EQUIPMENT

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

1.6 REFERENCES

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

END OF SECTION

EXHIBIT E: STATUS OF PAST AND PRESENT CONTRACTS FORM

STATUS OF PAST AND PRESENT CONTRACTS FORM

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

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

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

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

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

Name

Signature

Title

Date

EXHIBIT F: LIST OF SUBCONTRACTORS FORM

LIST OF SUBCONTRACTORS FORM

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: _____

EXHIBIT G: BID OPENING SIGN-IN SHEET

EXHIBIT G

BID OPENING SIGN-IN SHEET

IFB Number: IFB 5-3876

IFB Title: "IN-PLANT INSPECTION SERVICES FOR ZERO EMISSION BUSES

Bid Opening Date and Time: April 8, 2025, 11:00 a.m.

Name of Attendee: _____

Firm Name: _____