

DRAFT REQUEST FOR PROPOSALS (RFP)

HYDROGEN MOBILE FUELERS FOR 40-FOOT HYDROGEN FUEL CELL BUSES



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

Key RFP Dates

Issue Date: Monday, April 13, 2026

Question Submittal Date: Thursday, April 23, 2026

Proposal Submittal Date: May 12, 2026

SECTION I. INSTRUCTIONS TO OFFERORS**A. NOTICE OF REQUEST FOR PROPOSALS****NOTICE OF REQUEST FOR PROPOSALS**

(RFP): “Hydrogen Mobile Fuelers for 40-Foot Hydrogen Fuel Cell Buses”

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to provide two hydrogen mobile fuelers for 40-Foot hydrogen fuel cell buses. The budget for this project is \$6,779,429 for a one-year initial term:

Please note that by submitting a Proposal, Offeror 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 Proposal. In submitting a Proposal, all Offerors agree to comply with all economic sanctions imposed by the State or U.S. Government.

Proposals must be submitted, electronically, through the [Authority's OpenGov Procurement portal](https://procurement.opengov.com/portal/octa/projects/238308), at <https://procurement.opengov.com/portal/octa/projects/238308> before the deadline of 2:00 pm on Tuesday, May 12, 2026. Authority will not accept hard copy proposals for this RFP.

Offerors are instructed to submit a response to “**250236**” on the Authority's OpenGov Procurement portal, and follow the instructions as prompted to submit the proposal. The ability to submit a response will expire at the submittal deadline.

Should Offerors encounter technical issues with uploading the proposals via the link provided, Offerors are required to contact the Contract Administrator prior to the submission deadline. Proposals and supplemental information to proposals received after the date and time specified above will be rejected.

Firms interested in obtaining a copy of this Request for Proposals (RFP) may do so by downloading the RFP from the Authority's OpenGov Procurement portal.

RFP 250236

To receive all further information regarding this RFP, firms and subconsultants must be registered on OpenGov Procurement and following this RFP on the [Authority's public OpenGov Procurement portal](#).

A pre-proposal conference will be held both on-site/in-person and via teleconference on Tuesday, April 21, 2026, at 11:00 am.

For prospective Offerors who wish to join on-site/in-person, the pre-proposal conference will be held at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room Administrative Offices I: 550 South Main Street Orange, CA 92868 Conference Room 09.

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

- Copy and Paste this link to join meeting online:
<https://teams.microsoft.com/meet/23679341232452?p=rjLbklgm0bQarbT9jN>
- OR Call-in Number: (916) 550-9867
- Conference ID: 625 815 056#

A copy of the presentation slides and pre-proposal conference registration sheet(s) will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established June 2, 2026, as the date(s) to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

The award of this contract is subject to receipt of state and/or local funds adequate to carry out the provisions of the proposed agreement including the identified Scope of Work.

B. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held both on-site/in-person and via teleconference on Tuesday, April 21, 2026, at 11:00 am.

For prospective Offerors who wish to join on-site/in-person, the pre-proposal conference will be held at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room Administrative Offices I: 550 South Main Street Orange, CA 92868 Conference Room 09.

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- OR Call-in Number: (916) 550-9867
- Conference ID: 625 815 056#

A copy of the presentation slides and pre-proposal conference registration sheet(s) will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to attend the pre-proposal conference.

C. SITE VISIT

Santa Ana Base:

A site visit will be held in-person and via teleconference on April 22, 2026, at 9:30 a.m.

For prospective Offerors who wish to join on-site/in-person, the site visit will be held at the Authority's Santa Ana Maintenance and Operations Base located at 4301 MacArthur Boulevard, Santa Ana, CA 92704.

Participants are limited to two (2) attendees per offeror. The Site Visit will begin promptly at 9:30 a.m. All attendees must bring and wear a reflective safety vest and safety glasses. Attendees not wearing a reflective safety vest and safety glasses will not be permitted to attend the Site Visit. The Authority will not provide reflective safety vests or safety glasses during the Site Visit.

Attendees should allocate approximately one (1) hour for the Site Visit. Upon arrival at the Santa Ana Maintenance and Operations Base, attendees shall make an immediate right after entering off of MacArthur and park at the visitor parking area. The Operations building is located directly in front of the parking lot, please wait in front of this building.

For your safety, please note:

- Reflective safety vests and safety glasses are required at all Authority bases.
- No cell phone use while walking in transit/parking areas.

- No driving in excess of 10mph on Authority property.

A copy of the site visit registration sheet(s) will be issued via addendum prior to the date of the site visit. Prospective offerors are strongly encouraged to attend the Site Visit.

Garden Grove Base:

A site visit will be held in-person and via teleconference on April 22, 2026, at 11:00 a.m.

For prospective Offerors who wish to join on-site/in-person, the site visit will be held at the Authority's Garden Grove Maintenance and Operations Base located at 11800 Woodbury Road, Garden Grove, CA 92843.

Participants are limited to two (2) attendees per offeror. The Site Visit will begin promptly at 11:00 a.m. All attendees must bring and wear a reflective safety vest and safety glasses. Attendees not wearing a reflective safety vest and safety glasses will not be permitted to attend the Site Visit. The Authority will not provide reflective safety vests or safety glasses during the Site Visit.

Attendees should allocate approximately one (1) hour for the Site Visit. Upon arrival at the Garden Grove Maintenance and Operations Base, attendees shall use the entrance on the left when entering from Woodbury Road. Offerors shall identify themselves as Mobile Fueler contractors attending the Site Visit for RFP 250236. Offerors shall press the call button at the gate, and the Maintenance supervisor shall grant them access. Offerors are to park at the visitor parking area.

For your safety, please note:

- Reflective safety vests and safety glasses are required at all Authority bases.
- No cell phone use while walking in transit/parking areas.
- No driving in excess of 10mph on Authority property.

A copy of the site visit registration sheet(s) will be issued via addendum prior to the date of the site visit. Prospective offerors are strongly encouraged to attend the Site Visit.

D. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Offeror represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the Authority's objectives.

E. ADDENDA

The Authority reserves the right to revise the RFP documents. Any Authority changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP 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 RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals. Failure to acknowledge receipt of Addenda may cause the proposal to be deemed non-responsive to this RFP and be rejected.

F. AUTHORITY CONTACT

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

Ellis Hoskin
Senior Contract Administrator
(714) 560-5551
ehoskin@octa.net

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no Offeror, subcontractor, lobbyist or agent hired by the Offeror shall have any contact or communications regarding this RFP with any Authority's staff; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any Offeror, subcontractor, lobbyist or agent hired by the Offeror that engages in such prohibited communications may result in disqualification of the Offeror at the sole discretion of the Authority.

G. CLARIFICATIONS

1. Examination of Documents

Should an Offeror require clarifications of this RFP, the Offeror shall submit such request for clarification or inquiry through the "Question and Answer" section of this RFP on the Authority's OpenGov Procurement portal prior to 5:00 pm on Thursday, April 23, 2026. 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 issued to this RFP on the Authority's OpenGov Procurement portal.

2. Submitting Requests

All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and received via the Authority's OpenGov Procurement portal before 5:00 pm, on Thursday, April 23, 2026.

3. Authority Responses

Responses from the Authority will be posted on the OpenGov Procurement portal at <https://procurement.opengov.com/portal/octa/projects/238308>.

To receive email notification of Authority responses when they are posted on the OpenGov Procurement portal, firms and subconsultants must be registered on OpenGov and following this RFP on the Authority's portal.

H. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be received electronically through the Authority's OpenGov Procurement portal before 2:00 pm on Tuesday, May 12, 2026.

Proposals received after the above-specified date and time or submitted in any manner other than as specified above will be returned to Offerors unopened.

2. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to issue a new RFP for the project.
- d. The Authority reserves the right to postpone proposal openings for its own convenience.
- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
- f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.
- g. Submitted proposals are not to be copyrighted.

I. PRE-CONTRACTUAL EXPENSES

The Authority shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.

Pre-contractual expenses are defined as expenses incurred by Offeror in:

1. Preparing its proposal in response to this RFP;
2. Submitting that proposal to the Authority;
3. Negotiating with the Authority any matter related to this proposal; or
4. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

J. JOINT OFFERS

Where two or more firms desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The Authority intends to contract with a single firm and not with multiple firms doing business as a joint venture.

K. TAXES

Offerors' proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes. Offeror is responsible for payment of all taxes for any goods, services, processes and operations incidental to or involved in the contract.

L. 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 an Offeror in connection with this RFP must be submitted in accordance with the Authority's written procedures.

M. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be with fully burdened labor rates and anticipated expenses for work specified in the scope of work, included in the RFP as Attachment A. The Agreement will have an one (1)-year initial term and two (2), one (1)-year option terms.

N. CONFLICT OF INTEREST

All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships or contracts, an Offeror is unable, or potentially unable to render impartial assistance or advice to the Authority; an Offeror's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or an Offeror has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the Offeror's proposal.

All Offerors must disclose in their proposal and immediately throughout the course of the evaluation process if they have hired or retained an advocate to lobby Authority staff or the Board of Directors on their behalf.

Offerors hired to perform services for the Authority are prohibited from concurrently acting as an advocate for another firm who is competing for a contract with the Authority, either as a prime or subcontractor.

O. CODE OF CONDUCT

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

P. OWNERSHIP OF RECORDS/PUBLIC RECORDS ACT

All proposals and documents submitted in response to this RFP shall become the property of the Authority and a matter of public record pursuant to the California Public Records Act, Government Code sections 7920.000 et seq. (the "Act"). Offerors should familiarize themselves with the provisions of the Act requiring disclosure of public information. Offerors are discouraged from marking their proposal documents as "confidential" or "proprietary."

If a Proposal does include "confidential" or "proprietary" markings and the Authority receives a request pursuant to the Act, the Authority will endeavor (but cannot guarantee) to notify the Offeror of such a request. In order to protect any information submitted within a Proposal, the Offeror must pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the confidentiality of such information. The Authority generally does not consider pricing information, subcontractor lists, or key personnel, including resumes, as being exempt from disclosure under the Act. In no event shall the Authority or any of its officers, directors, employees, agents, representatives, or consultants be liable to an Offeror for the disclosure of any materials or information submitted in response to the RFP or by failing to notify an Offeror of a request seeking its Proposal. The Authority reserves the right to make an independent decision to disclose records and material.

Notwithstanding the above, all information regarding proposal responses may be held as confidential until such time as the evaluation has been completed; an award has been made by the Board of Directors or Authority Staff, as appropriate; and the contract has been fully negotiated.

Q. STATEMENT OF ECONOMIC INTERESTS

The awarded Offeror (including designated employees and subconsultants) may be required to file Statements of Economic Interests (Form 700) in accordance with the Political Reform Act (Government Code section 81000 et seq.). This applies to individuals who make, participate in making, or act in a staff capacity for making governmental decisions. The AUTHORITY determines which individuals are required to file a Form 700, and if such determination is made, the individuals must file Form 700s with the AUTHORITY's Clerk of the Board no later than 30 days after the execution of the Agreement, annually thereafter for the duration of the Agreement, and within 30 days of termination of the Agreement.

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

Proposals should be typed with a standard 12-point font, double-spaced and submitted on 8 1/2" x 11" size paper. Charts and schedules may be included in 11"x17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

1. Letter of Transmittal*

The Letter of Transmittal shall at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, contact person's name and address, phone number and fax number, and email address; relationship between Offeror and subcontractors, if applicable.
- c. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal.
- d. Signature of a person authorized to bind Offeror to the terms of the proposal.
- e. Signed statement attesting that all information submitted with the proposal is true and correct.

*Response required

2. Qualifications, Related Experience and References to Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to provide:

Profile of Firm*

Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.

*Response required

Firm's Financial Condition*

Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.

*Response required

Firm's Experience*

Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.

*Response required

Subcontractors*

Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.

*Response required

Lobbying or Advocating Services on Behalf of Offeror*

Identify all firms hired or retained to provide lobbying or advocating services on behalf of the Offeror by company name, address, contact person, telephone number and email address. This information is required to be provided by the Offeror immediately during the evaluation process, if a lobbyist or advocate is hired or retained.

*Response required

References*

Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

*Response required

Do you have a Dun & Bradstreet (DUNS) number? If so, enter it here.

Do you have an Unique Entity Identifier (UEI) number? If so, enter it here.

3. Proposed Staffing and Project Organization

This section of the proposal should establish the method, which will be used by the Offeror to manage the project as well as identify key personnel assigned.

Offeror to:

Identify Key Personnel*

Identify key personnel proposed to perform the work and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.

*Response required

Resumes of Key Personnel*

Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.

*Response required

Adequacy of Labor Resources*

Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project.

*Response required

Project Organization Chart*

Provide a project organization chart, which clearly delineates communication/reporting relationships among the project staff.

*Response required

Key Personnel Availability*

Provide a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

*Response required

4. Work Plan

Offeror should provide a narrative, which addresses the Scope of Work, and shows Offeror's understanding of Authority's needs and requirements.

Offeror to:

Approach*

Describe the approach to completing the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.

*Response required

Sequence of Activities*

Outline sequentially the activities that would be undertaken in completing the work and specify who would perform.

*Response required

Quality Control Methods*

Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.

*Response required

Special Issues or Problems*

Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.

*Response required

Enhancements or Procedural/Technical Innovations to Scope of Work*

Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

Do you have any such enhancements or innovations to propose?

Yes

No

*Response required

When equals "Yes"

Enhancements or Innovations*

You have indicated that you have enhancements or procedural or technical innovations to the Scope of Work to propose. As previously stated, such enhancements or innovations must not materially deviate from the objectives or required content of the project.

*Response required

5. Exceptions/Deviations

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Attachment A) and Proposed Agreement (Attachment C), using the form entitled "Proposal Exceptions and/or Deviations" included in this RFP. This Proposal Exceptions and/or Deviations form must be included in the original proposal submitted by the Offeror. If no technical or contractual exceptions and/or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Attachment A) and Proposed Agreement (Attachment C). Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form or any technical and/or contractual exceptions after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

All exceptions and/or deviations will be reviewed by the Authority and will be assigned a "pass" or "fail" status. Exceptions and deviations that "pass" do not mean that the Authority has accepted the change but that it is a potential negotiable issue. Exceptions and deviations that receive a "fail" status means that the requested change is not something that the Authority would consider a potential negotiable issue. Offerors that receive a "fail" status on their exceptions and/or deviations will be notified by the Authority and will be allowed to

retract the exception and/or deviation and continue in the evaluation process. Any exceptions and/or deviation that receive a “fail” status and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.

Exceptions or Deviations*

Do you have any exceptions and/or deviations from the requirements of this RFP?

- Yes
- No

*Response required

When equals "Yes"

Exceptions or Deviations - Yes*

Offerors shall complete the form entitled “Proposal Exceptions and/or Deviations” provided in this RFP and submit it as part of the proposal. For each exception and/or deviation, a new form should be used, identifying the exception and/or deviation and the rationale for requesting the change. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed nor considered by the Authority.

- [Proposal Exceptions and Dev...](#)

*Response required

6. Forms

Campaign Contribution Disclosure Form*

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Board of Directors, Offeror is required to complete and sign the Campaign Contribution Disclosure Form provided in this RFP and submit as part of the proposal.

This form must be completed regardless of whether a campaign contribution has been made or not and regardless of the amount of the contribution.

The prime contractor, subconsultants, lobbyists and agents are required to report all campaign contributions made from the proposal submittal date up to and until the Board of Directors makes a selection.

Offeror is required to submit only one copy of the completed form(s) as part of its proposal and it must be included in only the original proposal.

Offeror is required to report any campaign contributions made by the prime contractor, subconsultants, lobbyists and agents after the proposal submittal date, and up to the anticipated Board of Directors selection on August 24, 2026. The offeror shall use the campaign contribution form for any additional reporting. The forms must be submitted at least 15 calendar days prior to the Board Committee date on August 13, 2026 and sent via e-mail to the Contract Administrator.

- [Campaign Contribution Discl...](#)

*Response required

Status of Past and Present Contracts Form*

Offeror shall complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of its proposal. Offeror 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. Offeror 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 Offeror's proposal.

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

- [Status of Past and Present ...](#)

*Response required

7. Submittal

Appendices*

Information considered by Offeror 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. Offerors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

*Response required

Submittal Confirmation*

Proposer hereby certifies that all information provided within this proposal is accurate to the best of their knowledge. Proposer acknowledges that they have examined and carefully studied all RFP and Contract Documents and any Addenda and that they have provided any necessary proof of their authority to submit a proposal on behalf of the Company/Firm Name stated on the proposal thereby committing the Company/Firm to the information contained within.

Please confirm

*Response required

B. COST AND PRICE PROPOSAL**INITIAL TERM: EFFECTIVE THROUGH AUGUST 31, 2027**

Enter below the firm-fixed prices. Prices include labor, direct costs, indirect costs, disposal fees, clean-up fees, travel time, trip charge overhead, freight, profits and all costs incurred to provide, install and ensure that hydrogen mobile fuelers requested will be provided as described in Exhibit A, Scope of Work. Prices quoted shall remain firm for the term of the agreement. Contractors must complete the pricing table in its entirety by entering a unit price for each line item within the pricing table in OpenGov.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Installation and commissioning		Ea.		
TOTAL					

INITIAL TERM: EFFECTIVE THROUGH AUGUST 31, 2027

Enter below the firm-fixed prices. Prices include labor, direct costs, indirect costs, disposal fees, clean-up fees, travel time, trip charge overhead, freight, profits and all costs incurred to provide, install and ensure that hydrogen mobile fuelers requested will be provided as described in Exhibit A, Scope of Work. Prices quoted shall remain firm for the term of the agreement. Contractors must complete the pricing table in its entirety by entering a unit price for each line item within the pricing table in OpenGov.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2	Rental Charges		Per Month		
3	Hydrogen fuel price		Per Kg.		
4	Delivery charges		Per delivery		
TOTAL					

OPTION TERM ONE: EFFECTIVE THROUGH AUGUST 31, 2028

Enter below the firm-fixed prices. Prices include labor, direct costs, indirect costs, disposal fees, clean-up fees, travel time, trip charge overhead, freight, profits and all costs incurred to provide, install and ensure that hydrogen mobile fuelers requested will be provided as described in Exhibit A, Scope of Work. Prices quoted shall remain firm for the term of the agreement. Contractors must complete the pricing table in its entirety by entering a unit price for each line item within the pricing table in OpenGov.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
5	Rental Charges		Monthly		
6	Hydrogen fuel price		Per Kg.		
7	Delivery charges		Per delivery		
TOTAL					

OPTION TERM TWO: EFFECTIVE THROUGH AUGUST 31, 2029

Enter below the firm-fixed prices. Prices include labor, direct costs, indirect costs, disposal fees, clean-up fees, travel time, trip charge overhead, freight, profits and all costs incurred to provide, install and ensure that hydrogen mobile fuelers requested will be provided as described in Exhibit A, Scope of Work. Prices quoted shall remain firm for the term of the agreement. Contractors must complete the pricing table in its entirety by entering a unit price for each line item within the pricing table in OpenGov.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
8	Rental Charges		Monthly		
9	Hydrogen fuel price		Per Kg.		
10	Delivery charges		Per delivery		
TOTAL					

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

The Authority will evaluate the offers received based on the following criteria:

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Qualifications of the Firm</p> <p>Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.</p>	0-5 Points	30 <i>(30% of Total)</i>
2.	<p>Staffing and Project Organization</p> <p>Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.</p>	0-5 Points	20 <i>(20% of Total)</i>
3.	<p>Work Plan</p> <p>Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation among the tasks; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.</p>	0-5 Points	25 <i>(25% of Total)</i>
4.	<p>Cost and Price</p> <p>Reasonableness of the total price as well as the individual tasks; competitiveness with other offers received; adequacy of data in support of figures quoted.</p>	0-5 Points	25 <i>(25% of Total)</i>

B. EVALUATION PROCEDURE

An evaluation committee will be appointed to review all proposals received for this RFP. The committee is comprised of Authority staff and may include outside personnel. The committee members will evaluate the written proposals using criteria identified in Section III A. A list of top ranked proposals, firms within a competitive range, will be developed based upon the totals of each committee members' score for each proposal.

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established June 2, 2026, as the date(s) to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

At the conclusion of the proposal evaluations, the evaluation committee will score the proposals to develop a competitive range. Offerors remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the firms may be asked to provide additional information, confirm or clarify issues and submit a final cost/price offer. A deadline for submission will be stipulated.

At the conclusion of the evaluation process, the evaluation committee will recommend to the Transit Committee, the Offeror with the highest final ranking or a short list of top ranked firms within the competitive range whose proposal(s) is most advantageous to the Authority. The Board Committee will review the evaluation committee's recommendation and forward its recommendation to the Board of Directors for final action.

C. AWARD

The Authority's Board of Directors will consider the selection of the firm(s) recommended by the Board Committee.

The Authority may also negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

Offeror acknowledges that the Authority's Board of Directors reserves the right to award this contract in its sole and absolute discretion to any Offeror to this RFP regardless of the evaluation committee's recommendation or recommendation of a Board Committee.

The Authority reserves the right to award its total requirements to one Offeror or to apportion those requirements among several Offerors as the Authority may deem to be in its best interest. In addition, negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

The selected Offeror will be required to submit to the Authority's Accounting department a current IRS W-9 form prior to commencing work.

D. NOTIFICATION OF AWARD AND DEBRIEFING

Offerors who submit a proposal in response to this RFP shall be notified via the Authority's OpenGov Procurement portal. Such notification shall be made within three (3) business days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain a debriefing concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request

the debriefing in writing or electronic mail and the Authority must receive it within three (3) business days of notification of the contract award.

Scope of Work

Hydrogen Mobile Fuelers for 40-Foot Hydrogen Fuel Cell Buses

1. Overview

The Orange County Transportation Authority (OCTA) seeks to procure two (2) temporary hydrogen mobile fueler for two (2) OCTA locations to support its growing fleet of fuel cell electric buses (FCEBs). One (1) mobile fueler will be deployed at each of the following locations: the Santa Ana Base and the Garden Grove Base. OCTA currently operates ten (10) 40-foot FCEBs and anticipates the delivery of an additional forty (40) buses by end of 2026. Once the anticipated forty (40) buses are delivered, each base will be assigned twenty-five (25) buses. Each Mobile fueler shall be capable of supporting a fleet of Twenty-Five (25) buses FCEBs

Each of these FCEBs have a hydrogen storage capacity of 37.5 kg,

Contractor shall be responsible for all aspects of the project, including planning, design, permitting, equipment procurement, construction (as required), and commissioning of the Mobile fueler.

The contract term shall be for one (1) year-initial term, with two (2), one (1)-year option terms.

Each mobile fueler shall be capable of dispensing gaseous or liquid hydrogen for a minimum of Twenty-Five (25) buses within an eight (8) hour window at 350 bar.

2. Requirements

2.1 General

The intent of this specification is to describe the Authority's expectations of the requested deliverables without necessarily describing each individual item, connector, product, features, attributes, functionality, interface, etc., in all-inclusive detail; therefore, the Contractor shall be expected to understand the requirements and submit its bid accordingly.

2.2 Pre-Bid Requirements

Bidders are required to visit the SA and GG facilities and participate in job walks prior to providing bids. OCTA will coordinate and facilitate these visits to ensure that the locations selected by OCTA are suitable for the bidders' equipment.

Scope of Work

Hydrogen Mobile Fuelers for 40-Foot Hydrogen Fuel Cell Buses

2.3 Legal

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

In the event of any conflict between the requirements of this specification and any applicable legal requirement, the legal requirement shall prevail. Technical requirements that exceed the legal requirements are not considered to conflict.

2.4 Schedule

Bidders shall provide the proposed delivery timeline in weeks or months for the fueling solution, and all other deliverables associated with the fueling solution for each location: Santa Ana Base and Garden Grove Base. The equipment must be on-site and fully operational at both locations No later than (NLT) February 1, 2027.

2.5 Code of compliance

Code Compliance Bidders interim fueling solution and placement must meet all local, state, federal building code requirements, must meet all fire code, NFPA, Cal/OSHA, NEC, ANSI, NIOSH standards, and any and all other applicable codes and standards. The location of the mobile fueler will need to be assessed for the best location based on the proposed mobile fueler. Each Bidder must provide their recommended location in their proposal.

3. Project Coordination

3.1 Kickoff and Meeting Requirements

Within five (5) working days of the Notice to Proceed (NTP), the Contractor shall submit a preliminary project schedule to OCTA for approval. The final schedule, incorporating OCTA's feedback, shall be submitted within ten (10) working days of preliminary schedule approval. This approved schedule will serve as the official baseline for tracking project progress. Schedule updates shall be provided bi-weekly or at least monthly.

The Contractor shall conduct an in-person kickoff meeting with OCTA within ten (10) days of contract award. The meeting will cover the project scope, schedule, budget, roles, responsibilities, and include an initial site walk of the proposed Mobile fueler location.

Scope of Work

Hydrogen Mobile Fuelers for 40-Foot Hydrogen Fuel Cell Buses

During the site visit, the Contractor shall review existing site conditions, including structures, utilities, traffic flow, and access routes. The Contractor is responsible for identifying and addressing any required modifications or design considerations related to existing infrastructure.

The Contractor shall participate in weekly one-hour conference calls throughout the contract period—from execution through commissioning and testing—unless otherwise approved in writing by OCTA.

OCTA's Project Manager (or designee) will conduct regular project reviews. The Contractor shall provide status updates, including risks, schedule reviews, budget status, and a three-week lookahead of upcoming activities.

The Contractor shall host all meetings via web conferencing, submit written action items within two (2) days of each meeting, and maintain an action log through project completion.

4. Specification

4.1 Bus Information

New Flyer Fuel cell electric bus (FCEB) XHE40 – 40-foot buses. Buses are equipped with TN1 and TN5 receptacles. These buses are equipped with communication plug for temperature compensated fill and wireless SAE J2799 Standard Infrared Fill Communication (IrDA) Protocol. Bidders may propose a configuration that supports either option.

NF OEM bus fuel tank specification (Buses with 37.5kgs fuel storage)

Operating Pressure... 5,075 psi (34,990 kPa)
Volume..... 82.4 GAL (312 L) 5,075 psi
Construction.....All Composite
Weight.....262 lbs. (119 kg) 35 psi
Service life.....20 years
Hydrogen fuel storage system capacity of each tank7.5 kg, H2 (at 15 °C/59°F)

Codes and compliance per OEM

ANSI/CSA HGV2, HGV3.1
EC 79/2009 EU 406/2010
SAE J2578, J2579

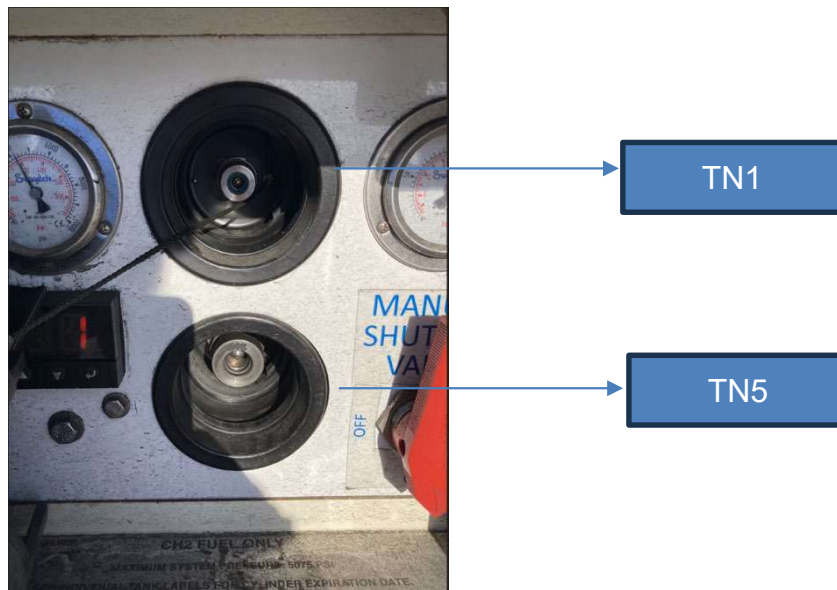
Scope of Work

Hydrogen Mobile Fuelers for 40-Foot Hydrogen Fuel Cell Buses

FMVSS 304

4.2 Bus Fuel Dispenser

The fueling dispenser shall be compatible with TN1 or TN5 receptacle on the bus. Below is the picture of fill receptacle on an OCTA bus.



4.3 NF OEM bus Fuel Fill specification

Nominal Working Pressure:350 bar / 5,075 psig (at 15 °C/59°F)

Maximum Allowable Pressure:438 bar / 6,350 psig

Maximum Allowable Temperature:85 °C/185°F

4.4 Mobile fueler dispenser requirement

The dispenser shall be rated for H35 (350 bar) operation and shall comply with SAE J2601-2 standards. The dispenser shall be equipped with either a WEH TK16-HF (High Flow) nozzle or a WEH TK25 fast-fill nozzle, or an approved equivalent. The bidder shall specify whether the selected nozzle supports temperature-compensated communication fill or infrared (IrDA) communication fill.

Scope of Work

Hydrogen Mobile Fuelers for 40-Foot Hydrogen Fuel Cell Buses

4.5 Fuel Purity

Bidder shall provide a Fuel Purity Certificate of Conformance verifying compliance with SAE J2719 hydrogen purity standards. The Contractor shall submit this certificate monthly to OCTA’s Facilities Manager.

Fuel quality requirements from OEM bus manufacturer New Flyer:

Hydrogen quality must meet or exceed SAE J2719 specifications as well as the following exceptions to J2719:

CO₂ < 1 ppm

CO < 0.1 ppm

S < 1 ppb

NH₃ < 1 ppb

Fe ≤ 4 µg/h

Ni ≤ 3 µg/h

Cu, Cr, Al ≤ 1 µg/h

4.5 Estimated Fuel Usage

OCTA plans to operate twenty-five (25) 40’ FCEBs at each base with an average daily usage of 25kgs/day per bus. Therefore, total daily usage is anticipated to be 750 kgs/day at each base. Such operations are expected seven (7) days a week. OCTA does not guarantee the exact usage of 750 kgs per day at each base as it is an estimate for the purposes of this solicitation. Based on this information, Bidder needs to include reserves to account for potential supply issues. Hence, Bidder shall provide a backup supply of hydrogen fuel to reduce the risk of not being able to fuel the OCTA buses. **Note:** OCTA has not taken delivery of 40 buses out of total projected 50 buses, so daily hydrogen usage may change in the future.

Total usage

# of Buses	Fuel tank Capacity (Kg)	Estimated Daily H ₂ usage (Kg)	Total fuel usage per day (kg)	Fuel tank configuration
50	37.5	25	250	5 tanks each 7.5kgs

Scope of Work
Hydrogen Mobile Fuelers for 40-Foot Hydrogen Fuel Cell Buses

Usage per base

Bases	# of Buses	Estimated Daily H2 usage (Kg)	Total fuel usage per day (kg)
Sant Ana	25	25	750
Garden Grove	25	25	750
Total Usage			1500

4.6 Boil-Off Rate Disclosure

The proposer shall clearly identify and quantify the expected hydrogen boil-off rate (if any) associated with the mobile hydrogen fueler.

5. Delivery

5.1 Location

The Contractor shall be responsible for delivering all equipment and fuel to below locations:

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

Garden Grove Base
11790 Cardinal Circle
Garden Grove, CA 92843

Note: The Contractor shall be fully responsible for delivery, unloading, placement, and on-site assembly of two (2) mobile fueler at the designated OCTA facilities. This responsibility includes, including but not limited to, all shipping, freight, handling, off-loading, rigging, hoisting, and any special equipment required to remove the systems from delivery vehicle(s) and place them inside the facilities. All delivery and installation costs shall be included in the Contractor's pricing.

Scope of Work

Hydrogen Mobile Fuelers for 40-Foot Hydrogen Fuel Cell Buses

5.2 Damage

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

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

6. Site Planning

Contractor shall be responsible for all design aspects of the Mobile fueler and shall include a preliminary site layout fifteen (15) business days after the kickoff meeting. The Preliminary Site Layout must include at a minimum:

1. Site Plan
2. Equipment Plan
3. Single Line Diagram, including load list
4. Electrical Site Plan, identifying new proposed electrical power improvements
5. Grounding Plan
6. Lighting Plan (if needed)
7. Flame and Gas Detection and Emergency Shutdown Plan
8. Exposure Setback Plan

The specifics of the plans must include the proposed location of all equipment, utility connection diagrams and schematics, safety equipment, barriers, Emergency Shutdown Devices, Flame/Gas detection devices, and a site layout including Contractor's proposed traffic circulation plan for filling the Mobile fueler and bus refueling.

OCTA requires sufficient space for maneuvering its bus fleet and Contractor shall ensure that regular bus operations are not impeded by the delivery and assembly of the Mobile fueler. Contractor must propose SOPs and provide appropriate traffic circulation and traffic control plans that demonstrate how the FCEBs will be parked for refueling at the Mobile

Scope of Work

Hydrogen Mobile Fuelers for 40-Foot Hydrogen Fuel Cell Buses

fueler. Mobile fueler equipment assembly shall be secured as necessary on OCTA's property, subject to OCTA's approval. The delivery and assembly shall be in a controlled area with restricted public access.

7. Base maps. Note: Bus shall be able to fuel perpendicular or parallel to mobile fueler. Location of mobile fuller shall be determined after the pre-bid meeting.

Scope of Work
Hydrogen Mobile Fuelers for 40-Foot Hydrogen Fuel Cell Buses

OCTA SANTA ANA BASE



Scope of Work
Hydrogen Mobile Fuelers for 40-Foot Hydrogen Fuel Cell Buses

OCTA GARDEN GROVE BASE



Scope of Work

Hydrogen Mobile Fuelers for 40-Foot Hydrogen Fuel Cell Buses

8. Data Provisions

The Contractor shall provide a system to log total fuel dispensed for each fueling event. Automatic electronic logging is preferred; however, if not feasible, a manual readout of dispensed fuel must be available for recordkeeping.

Additionally, the Contractor shall provide a method to schedule fuel deliveries proactively, either through an automated system or by supplying the necessary data for OCTA staff to manage delivery scheduling.

9. Electrical Provisions

OCTA may provide the required electrical service, or the Contractor may do so, as specified in the proposal. If OCTA provides electrical service, the Contractor must submit all necessary technical information within five (5) business days of the kickoff meeting.

10. Lighting Improvements

The Contractor shall evaluate site lighting at the proposed Mobile fueler location and recommend any additional lighting required. If improvements are needed, the Contractor shall include a cost estimate in the proposal. OCTA reserves the right to install the lighting independently.

11. Permitting

The Contractor is responsible for obtaining all required permits and approvals from relevant Authorities Having Jurisdiction (AHJs), including the City of Santa Ana and City of Garden Grove, Orange County (and Fire District), and South coast Air Quality Management District (SQAMD). All permit submittals to AHJs must also be provided to OCTA.

The Contractor shall prepare and submit all drawings, studies, and supporting documentation necessary for permitting, delivery, and commissioning of the Mobile fueler. Permit applications must be complete, comply with all federal, state, and local regulations, and include any additional documents requested by AHJs.

The Contractor shall pay all applicable permit fees, respond to AHJ comments, revise plans as needed, and ensure all inspections are passed. The Contractor is responsible for closing out all permits.

Scope of Work

Hydrogen Mobile Fuelers for 40-Foot Hydrogen Fuel Cell Buses

All permit fees will be reimbursed at cost upon submission of official payment receipts.

12. Site Preparation and Equipment Delivery

The Contractor shall perform all site preparation and equipment delivery tasks unless otherwise noted. OCTA anticipates no structural improvements or permanent installations.

The Contractor shall ensure all Mobile fueler equipment is assembled, tested, and calibrated using an OCTA-supplied FCEB prior to commissioning. Written authorization from the local fire authority must be obtained before the first hydrogen fill.

The Contractor shall attend monthly on-site meetings with OCTA to review site conditions, access, delivery progress, and potential utility conflicts. OCTA or its agents may conduct inspections and develop punch lists for corrective action. Completion timelines for punch list items shall be mutually agreed upon.

Any field deviations from approved plans must be verified by OCTA, redlined on the Contractor's drawings, and incorporated into the as-built documentation submitted after commissioning.

13. Special Provisions

The Contractor shall supply all miscellaneous materials necessary for full installation and compliance, including but not limited to:

1. Grounding the Mobile fueler
2. Crash protection
3. External materials required by codes and standards
4. Equipment and installations needed to Meet AHJ requirements
5. Secure Contractor-supplied equipment

14. Signage

The Contractor shall install all required and safety-critical signage for the Mobile fueler, including access restriction notices. Temporary traffic control devices (e.g., cones or signs) must be provided during Mobile fueler filling or bus refueling, as required by law or OCTA.

Scope of Work

Hydrogen Mobile Fuelers for 40-Foot Hydrogen Fuel Cell Buses

15. Commissioning

15.1 Commissioning Plan

The Contractor shall provide a detailed Mobile fueler Commissioning Plan outlining steps, responsibilities, and schedule for commissioning activities. A summary plan must be included with the proposal, and the full plan submitted to OCTA at least twenty (20) business days before commissioning begins.

The Contractor shall coordinate performance testing with OCTA to minimize disruption to transit operations.

The contractor shall conduct testing to verify that all FCEBs located on the property at the time of test can be fully fueled within an eight-hour period.

15.2 Fuel purity testing

Before fueling any bus during commissioning (beginning with the first bus), the Contractor shall perform hydrogen purity testing to confirm that fuel dispensed from the Mobile fueler meets SAE J2719 standards. Samples shall be collected at the nozzle for each dispenser nozzle.

All test results shall be submitted to OCTA for verification of compliance. Any abnormalities or deviations from SAE J2719 standards must be immediately reported to OCTA.

Fueling shall not proceed unless hydrogen purity results meet the SAE J2719 requirements

16. Training

Contractor shall submit a Training Plan to OCTA outlining the organization and coordination of training sessions for OCTA staff, local first responders, and other designated stakeholders. These sessions shall include safety demonstrations and instruction on the safe and proper operation of the mobile fueler, tailored appropriately for each audience. OCTA staff and first responders must be trained prior to Project Acceptance. Contractor's Training Plan shall contain the following details, at a minimum:

1. A description of each course
2. Suggested attendees for each course
3. Suggested course length; and
4. Suggested timing for course delivery.

Scope of Work

Hydrogen Mobile Fuelers for 40-Foot Hydrogen Fuel Cell Buses

OCTA personnel must be trained on the following topics:

1. Characteristics of hydrogen.
2. System safety, including safety features and appliances.
3. Topics specific to first responders.
4. Station operation (including understanding of installed signage).
5. Possible incidents and recommended mitigation.
6. Communications plan to respond to a safety incident.

The plan shall include OCTA, first responders, and the Contractor.

OCTA reserves the right to modify the proposed Training Plan to meet the needs of the Agency. OCTA will be responsible for coordinating secondary and annual refresher training sessions with internal staff and first responders.

Contractor's training course instructor(s) must be capable of training at least twenty OCTA personnel and/or first responders simultaneously in each course.

Contractor shall provide a Hydrogen Safety Training Plan, including all training material, for review and approval by OCTA's Project Manager prior to the commencement of any training. Contractor shall provide all necessary materials to facilitate the training with a minimum of ten (10) business days prior to course commencement.

Contractor shall prepare a quick reference Emergency Response Guide (ERG) that can be distributed to OCTA personnel and first responders to place in their trucks and engines.

The ERG shall provide a map showing the location of Mobile fueler equipment, ESD devices, as well as the distances to this equipment from the entry driveway and nearby structures. This will be provided in electronic format (PDF) at sufficient resolution (300dpi or greater) so that OCTA can easily reproduce in print/laminated sheets

17. Installation Closeout Documentation

Contractor shall provide OCTA with complete documentation at the completion of the Mobile fueler Commissioning as a condition to achieve Project Acceptance. The content of the closeout documentation must include, at minimum, the following:

Scope of Work

Hydrogen Mobile Fuelers for 40-Foot Hydrogen Fuel Cell Buses

1. Technical Data sheets and Original Equipment Manufacturer (OEM) Manuals for all Equipment components of the Mobile fueler.
2. As-Built Drawings
3. Operations and Maintenance Manuals for the Mobile fueler and its component parts.
4. Contractor's Quality Assurance and Quality Control (QA/QC) documentation, including a log of all OCTA, AHJ(s), and Contractor's routine/periodic maintenance inspections.
5. Mobile fueler Standard Operating Procedures (SOPs), with special consideration made to local fire, life and safety, AHJ(s), NFPA 2 and NFPA 55 requirements.
6. Contractor's Emergency Response Plan (ERP), with considerations for inclusion into OCTA's overarching ERP of the Operations facility
7. Contractor's Hazardous Materials Business Plan, including material Safety Data Sheets (SDSs) for any hazardous materials handled on site in association with use of the Mobile fueler.
8. Contractor's Traffic Control Plans that document Contractor's recommended guidance to OCTA for the safe and lawful use of the Mobile fueler, including necessary operational boundaries and setbacks and recommended pavement striping or use of traffic control devices during Mobile fueler filling, bus refueling, or maintenance/operation of the Mobile fueler.

Contractor shall provide written manufacturer's specifications and guidance to OCTA on minimum hydrogen fuel tank levels, and operations and maintenance manuals shall be provided to OCTA for any equipment that must be maintained, as well as the associated training plans, training manuals, and training quick-reference cards so that OCTA personnel or its agents can clearly read and interpret said maintenance requirements and fuel levels.

18. Project Acceptance

Acceptance of the Mobile fueler will occur when OCTA issues Project Acceptance. Project Acceptance will occur when the following are completed, to OCTA's satisfaction:

1. The Contractor has completed all commissioning activities for the Mobile fueler.
2. The Mobile fueler has satisfactorily passed the Performance Test.

Scope of Work

Hydrogen Mobile Fuelers for 40-Foot Hydrogen Fuel Cell Buses

3. All safety-related open items have been satisfied and closed.
4. Contractor has provided OCTA with all the closeout documentation, including As-Built Drawings.
5. OCTA determined that the Mobile fueler is suitable for operation.
6. Achieving Project Acceptance does not relieve the Contractor from responsibility for errors, improper fabrication, and nonconformance to a requirement, or for deficiencies within Contractor's control.

19. Operations and Maintenance Phase

19.1 Station Operations

Contractor shall ensure the Mobile fueler is fully operational and available for use by OCTA on a continuous basis for the duration of the Contract term following Mobile fueler Commissioning and Project Acceptance.

Contractor shall also ensure that any operating permits (such as those with the Fire Department) are maintained by Contractor on OCTA's behalf throughout the Contract term.

19.2 Mobile fueler O&M and Fuel Testing

Contractor shall provide appropriate maintenance for the Mobile fueler equipment, for the duration of the Contract. Contractor shall perform all required preventive maintenance inspections and services on the Mobile fueler to ensure the Mobile fueler is in good condition to reduce potential downtime events.

Contractor shall perform all necessary preventative and corrective maintenance to ensure the proper and on-going operation of the Mobile fueler, including all supplied equipment, supplying spare parts and consumables, shall ensure reliable, repeatable, performance, and have a minimum of ninety-nine percent (99%) uptime during the OCTA fueling window throughout the Contract term.

1. Contractor must be available to receive reports of Mobile fueler malfunction 24 hours per day, every day of the year, including holidays and weekends.
2. Contractor must ensure that one of Contractor's representatives and an OEM representative (where applicable) can be on-site at OCTA's property within four (4) hours from receipt of any written or verbal communication from OCTA of malfunctioning equipment or other Mobile fueler issue that is impeding normal use or operation of the Mobile fueler. The malfunctioning system or component must

Scope of Work

Hydrogen Mobile Fuelers for 40-Foot Hydrogen Fuel Cell Buses

be properly functioning within 24 hours from receipt of OCTA's notice of said issue.

Contractor shall provide OCTA with an Operations and Maintenance (O&M) Plan and associated manuals prior to the start of Mobile fueler commissioning. The O&M Plan must reflect the exact equipment and components that Contractor installs on OCTA property and cannot be a generic O&M Plan.

Contractor shall provide OCTA with SOPs and response protocols that will be incorporated into OCTA's Emergency Response Plan (ERP) for any emergency situations that may occur during the operation or maintenance of the Mobile fueler.

The Contractor must conduct additional fuel purity tests following any repairs that have the potential of introducing contaminants into the closed system (equipment/materials wetted by H₂). Contractor must conduct fuel purity tests each time said circumstance may arise.

Following Mobile fueler Commissioning and Project Acceptance, Contractor shall notify OCTA any time the SOPs are updated for any affected systems, equipment, or components of the Mobile fueler or pertaining to Contractor's Hydrogen Fueling Services. This includes changes imposed by Contractor's supplier or sub-Contractor partners (e.g., equipment OEMs).

Scheduled or preventive maintenance of the Mobile fueler may not be performed during OCTA's fueling window between 6pm – 2:30am daily.

The Mobile fueler may not be taken offline for more than 24 hours without the Contractor providing an alternative fueling solution for OCTA. If the Mobile fueler is taken offline for more than 24 hours, Contractor shall provide an alternative fueling solution before the next fueling period. Approval of any alternative will be in OCTA's sole discretion.

Contractor shall also provide all labor (delivery, assembly, or otherwise), testing, and post-operation commissioning necessary during the Contract term.

The Contractor must correct ESD detection devices that are triggered falsely or in error. The Contractor must replace repeated falsely triggered devices with an alternate approved device as a means of eliminating false alarms. Failure to correct repeated falsely triggered devices shall be grounds for OCTA to withhold Contractor invoice payments until said issues are resolved to OCTA's satisfaction.

Scope of Work

Hydrogen Mobile Fuelers for 40-Foot Hydrogen Fuel Cell Buses

20. Provision of Fuel

Contractor shall provide hydrogen fuel to OCTA's facility located at:

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

Garden Grove Base, Maintenance.
11790 Cardinal Circle
Garden Grove, CA 92843

Fuel will be delivered as required, and within 24 hours of scheduled delivery.

Contractor shall furnish all trucks, trailers, off-loading hose(s), tools, equipment, resources, apparatus, facility, transportation, trained labor and materials necessary to furnish the services herein described.

Contractor is required to furnish the designated supply location for the delivery of liquid or gaseous hydrogen.

Contractor must be in compliance with all relevant local, state, and federal laws/regulations, including, but not limited to transportation of Hazardous Materials and Safety Laws and Regulations. Upon request, Contractor must provide OCTA proof of compliance.

Prior to delivery of the first load of hydrogen under this Contract, Contractor shall inspect and provide to OCTA's Assigned Personnel, their safety validation of the site and equipment. The Assigned Personnel must acknowledge receipt and submit written approval to the Contractor before delivery of the first load of hydrogen will be accepted.

Contractor shall notify OCTA prior to the delivery of any reformulation of products supplied under this contract, and changes shall not be accepted without the prior written consent of OCTA.

20.1 Backup Fuel Supply

Contractor shall provide a backup supply of hydrogen fuel to reduce the risk of not being able to fuel the OCTA buses.

20.2 Preparation and Delivery

The delivery schedule will be determined by OCTA following Mobile fueler Commissioning. Contractor must coordinate the scheduling of fuel deliveries with OCTA's Maintenance Supervisor in order to accommodate OCTA's schedule.

Scope of Work

Hydrogen Mobile Fuelers for 40-Foot Hydrogen Fuel Cell Buses

Contract shall notify OCTA's Assigned Personnel one (1) hour prior to delivery, but no earlier than 6:00 AM.

Contractor shall be responsible for off-loading fuel into the Contractor's proposed fueling solution and providing trained personnel capable of performing the off-loading of fuel without assistance from OCTA.

All deliveries that are measured in weight must be weighed at a station no further than twenty (20) miles from the delivery site, before, and after delivery.

21. Project Closeout and System Decommissioning

Contractor shall restore the Mobile fueler assembly site to its original condition and clean up, remove, and haul any debris, materials, equipment, or hazardous waste from OCTA's yard upon

Contract termination within thirty (30)-days written notice from OCTA, following the decommissioning and removal of the Mobile fueler at the conclusion of the Project.

22. Work Hours

Standard Business Hours 7am-5pm Monday – Friday. Contractor needs to notify OCTA facility manager before the delivery.

Contractor shall obtain written approval from OCTA's Project Manager for at least one (1) workday prior to any date upon which Contractor needs to deviate from those Work Hours (this includes any irregular, nighttime, Saturday or Sunday work due to limited staff available for oversight/monitoring).

23. Definitions:

- SAE – Society of Automotive Engineers
- ASME – American Society of Mechanical Engineers
- FMVSS – Federal Motor Vehicle Safety Standards
- HGV – Hydrogen Gas Vehicle
- ANSI – American National Standards Institute
- IBC – International Building Code
- IEC – International Electrotechnical Commission

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Hydrogen Mobile Fuelers for 40-Foot Hydrogen Fuel Cell Buses

- CGA – Compressed Gas Association
- NEC – National Electrical Code
- NFPA – National Fire Protection Association
- Cal/OSHA - California's Division of Occupational Safety and Health
- NEC – National Electrical Code
- ANSI - American National Standards Institute
- NIOSH - National Institute for Occupational Safety and Health

PROPOSED AGREEMENT NO. 250236

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THIS AGREEMENT is effective as of this ____ day of _____, 2026 ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, CA 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 two temporary hydrogen mobile fuelers for 40-Foot Hydrogen Fuel Cell Buses; 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

1 of any term or condition of this Agreement shall not affect the validity of other terms or
2 conditions.

3 B. AUTHORITY's failure to insist in any one or more instances upon CONTRACTOR's
4 performance of any terms or conditions of this Agreement shall not be construed as a waiver
5 or relinquishment of AUTHORITY's right to such performance or to future performance of such
6 terms or conditions and CONTRACTOR's obligation in respect thereto shall continue in full
7 force and effect. Changes to any portion of this Agreement shall not be binding upon
8 AUTHORITY except when specifically confirmed in writing by an authorized representative of
9 AUTHORITY by way of a written amendment to this Agreement and issued in accordance with
10 the provisions of this Agreement.

11 **ARTICLE 2. AUTHORITY DESIGNEE**

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

14 **ARTICLE 3. SCOPE OF WORK**

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

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

21 **Names / Functions**

22
23
24 C. No person named in paragraph B of this Article, or his/her successor approved by
25 AUTHORITY, shall be removed or replaced by CONTRACTOR, nor shall his/her agreed-upon
26

1 function or level of commitment hereunder be changed, without the prior written consent
2 of AUTHORITY.

3 D. Should the services of any key person become no longer available to CONTRACTOR, the
4 resume and qualifications of the proposed replacement shall be submitted to AUTHORITY for
5 approval as soon as possible, but in no event later than seven (7) calendar days prior to the
6 departure of the incumbent key person, unless CONTRACTOR is not provided with prior notice
7 by the departing employee. AUTHORITY shall respond to CONTRACTOR within seven (7)
8 calendar days following receipt of these qualifications concerning acceptance of the candidate
9 for replacement.

10 **ARTICLE 4. TERM OF AGREEMENT**

11 This Agreement shall commence upon the effective date of this Agreement, and shall continue in full
12 force and effect through September 30, 2027, unless earlier terminated or extended as provided in
13 this Agreement.

14 A. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement for an
15 additional twelve (12) months commencing _____, 20__, and continuing through
16 _____, 20__ ("First Option Term"), and thereupon require CONTRACTOR to continue to
17 provide services, and otherwise perform, in accordance with Exhibit A and at the amounts or
18 rates set forth in Article 5, "Payment."

19 B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement for an
20 additional twelve (12) months commencing _____, 20__, and continuing through
21 _____, 20__ ("Second Option Term"), and thereupon require CONTRACTOR to continue
22 to provide services, and otherwise perform, in accordance with Exhibit A and at the amounts
23 or rates set forth in Article 5, "Payment."

24 C. AUTHORITY's election to extend this Agreement beyond the Initial Term shall not diminish its
25 right to terminate the Agreement for AUTHORITY's convenience or CONTRACTOR's default
26 as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the

1 period extending from commencement through _____, 20__, which period encompasses
2 the Initial Term, First Option Term, and Second Option Term.

3 **ARTICLE 5. PAYMENT**

- 4 A. For CONTRACTOR's full and complete performance of its obligations under this Agreement
5 and subject to the maximum cumulative payment obligation provisions set forth in Article 6,
6 AUTHORITY shall pay CONTRACTOR on a Time and Expense basis in accordance with the
7 following provisions.
- 8 B. CONTRACTOR shall invoice AUTHORITY on a monthly basis for payments corresponding to
9 the work actually completed by CONTRACTOR. Work completed shall be documented in a
10 monthly progress report prepared by CONTRACTOR, which shall accompany each invoice
11 submitted by CONTRACTOR. AUTHORITY shall pay CONTRACTOR at the hourly labor rates
12 specified in Exhibit B, entitled "Price Summary Sheet," which is attached to and by this
13 reference, incorporated in and made a part of this Agreement. These rates shall remain fixed
14 for the term of this Agreement and are acknowledged to include CONTRACTOR's overhead
15 costs, general costs, administrative costs and profit. CONTRACTOR shall also furnish such
16 other information as may be requested by AUTHORITY to substantiate the validity of an
17 invoice. At its sole discretion, AUTHORITY may decline to make full payment until such time
18 as CONTRACTOR has documented to AUTHORITY'S satisfaction, that CONTRACTOR has
19 fully completed all work required. AUTHORITY's payment in full shall constitute AUTHORITY's
20 final acceptance of CONTRACTOR's work.
- 21 C. Invoices shall be submitted by CONTRACTOR on a monthly basis and shall be submitted in
22 duplicate to AUTHORITY's Accounts Payable office. CONTRACTOR may also submit invoices
23 electronically to AUTHORITY's Accounts Payable Department at vendorinvoices@octa.net.
24 Each invoice shall be accompanied by the monthly progress report specified in paragraph B
25 of this Article. AUTHORITY shall remit payment within thirty (30) calendar days of the receipt
26 and approval of each invoice. Each invoice shall include the following information:

EXHIBIT B

- 1 1. Agreement No. 250236;
- 2 2. Specify the effort for which the payment is being requested;
- 3 3. The time period covered by the invoice;
- 4 4. Labor (staff name, hours charged, hourly billing rate, current charges, and cumulative
- 5 charges) performed during the billing period;
- 6 5. Total monthly invoice (including project-to-date cumulative invoice amount);
- 7 6. Itemized expenses including support documentation incurred during the billing period;
- 8 7. Monthly Progress Report;
- 9 8. Certification signed by the CONTRACTOR or his/her designated alternate that a) The
- 10 invoice is a true, complete and correct statement of reimbursable costs and progress; b)
- 11 The backup information included with the invoice is true, complete and correct in all
- 12 material respects; c) All payments due and owing to subconsultants and suppliers have
- 13 been made; d) Timely payments will be made to subconsultants and suppliers from the
- 14 proceeds of the payments covered by the certification and; e) The invoice does not include
- 15 any amount which CONTRACTOR intends to withhold or retain from a subconsultant or
- 16 supplier unless so identified on the invoice.
- 17 9. Any other information as agreed or requested by AUTHORITY to substantiate the validity
- 18 of an invoice.

19 **ARTICLE 6. MAXIMUM OBLIGATION**

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

25 /
26 /

1 **ARTICLE 7. NOTICES**

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

6
7 To CONTRACTOR:

To AUTHORITY:

8
9 Orange County Transportation Authority
10 550 South Main Street
11 P.O. Box 14184
12 Orange, CA 92863-1584

13 ATTENTION:

14 Name:

15 Title:

16 Phone:

17 Email:

18
19 **ARTICLE 8. INDEPENDENT CONTRACTOR**

20 A. CONTRACTOR's relationship to AUTHORITY in the performance of this Agreement is that of
21 an independent contractor. CONTRACTOR's personnel performing services under this
22 Agreement shall at all times be under CONTRACTOR's exclusive direction and control and
23 shall be employees of CONTRACTOR and not employees of AUTHORITY. CONTRACTOR
24 shall pay all wages, salaries and other amounts due its employees in connection with this
25 Agreement and shall be responsible for all reports and obligations respecting them, such as
26

1 social security, income tax withholding, unemployment compensation, workers' compensation
2 and similar matters.

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

7 **ARTICLE 9. INSURANCE**

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

- 11 1. Commercial General Liability, to include Products/Completed Operations, Independent
12 Contractors', Contractual Liability, Advertising (if applicable to Scope of Work) and
13 Personal Injury Liability, and Property Damage with a minimum limit of \$5,000,000 per
14 occurrence, \$5,000,000 general aggregate and \$5,000,000 Products/Completed
15 Operations aggregate;
- 16 2. Automobile Liability Insurance to include owned, hired and non-owned autos with a
17 combined single limit of \$5,000,000 for each accident;
- 18 3. Workers' Compensation with limits as required by the State of California including a Waiver
19 of Subrogation in favor of AUTHORITY, its officers, directors and employees; and
- 20 4. Employers' Liability with minimum limits of \$1,000,000 per accident, \$1,000,000 policy
21 limit-disease, and \$1,000,000 policy limit employee-disease.
- 22 5. Professional Liability with minimum limits of \$5,000,000 only if the CONTRACTOR is
23 required by contract or law to be licensed or specially certified and AUTHORITY is relying
24 on performance based on that specialty license or certification.
- 25 6. Pollution Legal Liability with minimum limits of \$5,000,000 per loss with a \$5,000,000.00
26 annual aggregate for disposal at non-hazardous treatment, storage and disposal facilities.

EXHIBIT B

1 Minimum limits of \$5,000,000.00 per loss with an \$5,000,000.00 annual aggregate limit
2 shall apply separately.

3 B. Proof of such coverage, in the form of a certificate of insurance and an insurance policy blanket
4 additional insured endorsement, designating the AUTHORITY, its officers, directors and
5 employees as additional insureds on general liability and automobile liability, as required by
6 Agreement. Proof of insurance coverage must be received by AUTHORITY within ten (10)
7 calendar days from the effective date of the Agreement and prior to commencement of any
8 work. Such insurance shall be primary and non-contributive to any insurance or self-insurance
9 maintained by the AUTHORITY. Furthermore, AUTHORITY reserves the right to request
10 certified copies or review all related insurance policies, in response to a related loss.

11 C. CONTRACTOR shall also include in each subcontract, the stipulation that subconsultants shall
12 maintain insurance coverage in the amounts required of CONTRACTOR as provided in the
13 Agreement. Subconsultants will be required to include AUTHORITY as additional insureds on
14 the Commercial General Liability, and Auto Liability insurance policies.

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

17 E. CONTRACTOR shall submit required insurance certificates to AUTHORITY's insurance
18 tracking contractor, InsureTrack. CONTRACTOR shall respond directly to InsureTrack's
19 request for updated insurance certificates and other insurance-related matters by email
20 to octa@instracking.com.

21 F. CONTRACTOR shall include on the face of the certificate of insurance, the following
22 information:

- 23 1. The Agreement Number 250236 and, the Senior Contract Administrator's Name,
- 24 2. For Certificate Holder: The Orange County Transportation Authority, its officers, directors,
25 employers and agents, c/o InsureTrack, P.O. Box 60840 Las Vegas, NV 89160.

ARTICLE 10. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 250236; (3) CONTRACTOR's proposal dated _____; (4) all other documents, if any, cited herein or incorporated by reference.

ARTICLE 11. CHANGES

- A. By written notice or order, AUTHORITY may, from time to time, order work suspension and/or make changes in the general scope of this Agreement, including, but not limited to, the services furnished to AUTHORITY by CONTRACTOR as described in the Scope of Work. If any such work suspension or change causes an increase or decrease in the price of this Agreement or in the time required for its performance, CONTRACTOR shall promptly notify AUTHORITY thereof and assert its claim for adjustment within ten (10) calendar days after the change or work suspension is ordered, and an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONTRACTOR from proceeding immediately with the Agreement as changed.
- B. CONTRACTOR shall only commence work covered by an amendment after the amendment is executed by AUTHORITY.

ARTICLE 12. DISPUTES

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

1 CAMM. Nothing in this Agreement, however, shall be construed as making final the decision
2 of any AUTHORITY official or representative on a question of law, which questions shall be
3 settled in accordance with the laws of the State of California.

4 **ARTICLE 13. TERMINATION**

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

11 B. In the event either Party defaults in the performance of any of their obligations under this
12 Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall
13 have the option to terminate this Agreement upon thirty (30) days' prior written notice to the
14 other Party. Upon receipt of such notice, CONTRACTOR shall immediately cease work,
15 unless the notice from AUTHORITY provides otherwise. Upon receipt of the notice from
16 AUTHORITY, CONTRACTOR shall submit an invoice for work and/or services performed prior
17 to the date of termination. AUTHORITY shall pay CONTRACTOR for work and/or services
18 satisfactorily provided to the date of termination in compliance with this
19 Agreement. Thereafter, CONTRACTOR shall have no further claims against AUTHORITY
20 under this Agreement. AUTHORITY shall not be liable for any claim of lost profits or damages
21 for such termination.

22 **ARTICLE 14. INDEMNIFICATION**

23 CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY, its officers, directors,
24 employees and agents (indemnities) from and against any and all claims (including attorneys' fees
25 and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including
26 death, damage to or loss of use of property caused by the negligent acts, omissions or willful

EXHIBIT B

1 misconduct by CONTRACTOR, its officers, directors, employees, agents, subconsultants or suppliers
 2 in connection with or arising out of the performance of this Agreement.

ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

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

9 B. If CONTRACTOR wishes to subcontract any of the work described in Exhibit B, AUTHORITY
 10 must be given prior notification and must consent to CONTRACTOR's subcontracting portions
 11 of the Scope of Work to the requested subconsultant(s). If AUTHORITY approves of the
 12 subconsultant, CONTRACTOR shall include in the subcontract agreement the stipulation that
 13 CONTRACTOR, not AUTHORITY, is solely responsible for payment to the subconsultant for
 14 the amounts owing and that the subconsultant shall have no claim, and shall take no action,
 15 against AUTHORITY, its officers, directors, employees or sureties for nonpayment by
 16 CONTRACTOR.

Subcontractor Name**Addresses****Function****ARTICLE 16. AUDIT AND INSPECTION OF RECORDS**

21 CONTRACTOR shall provide AUTHORITY, or other agents of AUTHORITY, such access to
 22 CONTRACTOR's accounting books, records, payroll documents and facilities, as AUTHORITY deems
 23 necessary. CONTRACTOR shall maintain such books, records, data and documents in accordance
 24 with generally accepted accounting principles and shall clearly identify and make such items readily
 25 accessible to such parties during CONTRACTOR's performance hereunder and for a period of four
 26 (4) years from the date of final payment by AUTHORITY. AUTHORITY's right to audit books and

1 records directly related to this Agreement shall also extend to all first-tier subcontractors identified in
2 Article 15 of this Agreement. CONTRACTOR shall permit any of the foregoing parties to reproduce
3 documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

4 **ARTICLE 17. CONFLICT OF INTEREST**

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

14 B. If the AUTHORITY determines that CONTRACTOR, its employees, or subconsultants are
15 subject to disclosure requirements under the Political Reform Act (Government Code section
16 81000 et seq.), CONTRACTOR and its required employees and subconsultants shall complete
17 and file Statements of Economic Interest (Form 700) with the AUTHORITY's Clerk of the Board
18 disclosing all required financial interests.

19 **ARTICLE 18. CODE OF CONDUCT**

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

23 **ARTICLE 19. PROHIBITION ON PROVIDING ADVOCACY SERVICES**

24 CONTRACTOR and all subconsultants performing work under this Agreement, shall be prohibited
25 from concurrently representing or lobbying for any other party competing for a contract with
26

1 AUTHORITY, either as a prime consultant or subconsultant. Failure to refrain from such
2 representation may result in termination of this Agreement.

3 **ARTICLE 20. FEDERAL, STATE AND LOCAL LAWS**

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

7 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

8 In connection with its performance under this Agreement, CONTRACTOR shall not discriminate
9 against any employee or applicant for employment because of race, religion, color, sex, age or national
10 origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that
11 employees are treated during their employment, without regard to their race, religion, color, sex, age
12 or national origin. Such actions shall include, but not be limited to, the following: employment,
13 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of
14 pay or other forms of compensation; and selection for training, including apprenticeship.

15 **ARTICLE 22. PROHIBITED INTERESTS**

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

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

21 **ARTICLE 23. OWNERSHIP OF REPORTS AND DOCUMENTS**

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

EXHIBIT B

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

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

18 **ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT**

19 A. In lieu of any other warranty by AUTHORITY or CONTRACTOR against patent or copyright
20 infringement, statutory or otherwise, it is agreed that CONTRACTOR shall defend at its
21 expense any claim or suit against AUTHORITY on account of any allegation that any item
22 furnished under this Agreement or the normal use or sale thereof arising out of the performance
23 of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and
24 CONTRACTOR shall pay all costs and damages finally awarded in any such suit or claim,
25 provided that CONTRACTOR is promptly notified in writing of the suit or claim and given
26 authority, information and assistance at CONTRACTOR's expense for the defense of

EXHIBIT B

1 same. However, CONTRACTOR will not indemnify AUTHORITY if the suit or claim results
2 from: (1) AUTHORITY's alteration of a deliverable, such that said deliverable in its altered
3 form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a
4 deliverable in combination with other material not provided by CONTRACTOR when such use
5 in combination infringes upon an existing U.S. letters patent or copyright.

6 B. CONTRACTOR shall have sole control of the defense of any such claim or suit and all
7 negotiations for settlement thereof. CONTRACTOR shall not be obligated to indemnify
8 AUTHORITY under any settlement made without CONTRACTOR's consent or in the
9 event AUTHORITY fails to cooperate fully in the defense of any suit or claim, provided,
10 however, that said defense shall be at CONTRACTOR's expense. If the use or sale of said
11 item is enjoined as a result of such suit or claim, CONTRACTOR, at no expense to
12 AUTHORITY, shall obtain for AUTHORITY the right to use and sell said item, or shall substitute
13 an equivalent item acceptable to AUTHORITY and extend this patent and copyright indemnity
14 thereto.

ARTICLE 25. FINISHED AND PRELIMINARY DATA

15
16 A. All of CONTRACTOR's finished technical data, including but not limited to illustrations,
17 photographs, tapes, software, software design documents, including without limitation source
18 code, binary code, all media, technical documentation and user documentation, photo prints
19 and other graphic information required to be furnished under this Agreement, shall
20 be AUTHORITY's property upon payment and shall be furnished with unlimited rights and, as
21 such, shall be free from proprietary restriction except as elsewhere authorized in this
22 Agreement. CONTRACTOR further agrees that it shall have no interest or claim to such
23 finished, AUTHORITY-owned, technical data; furthermore, said data is subject to the
24 provisions of the Freedom of Information Act, 5 USC 552.

25 B. It is expressly understood that any title to preliminary technical data is not passed to
26 AUTHORITY but is retained by CONTRACTOR. Preliminary data includes roughs,

EXHIBIT B

1 visualizations, software design documents, layouts and comprehensives prepared by
2 CONTRACTOR solely for the purpose of demonstrating an idea or message for AUTHORITY's
3 acceptance before approval is given for preparation of finished artwork. Preliminary data title
4 and right thereto shall be made available to AUTHORITY if CONTRACTOR causes
5 AUTHORITY to exercise Article 11, and a price shall be negotiated for all preliminary data.

ARTICLE 26. HEALTH AND SAFETY REQUIREMENTS

7 CONTRACTOR shall comply with all the requirements set forth in Exhibit __, titled "Level 2 SAFETY
8 SPECIFICATIONS." As used therein, "Contractor" shall mean "Consultant," and "Subcontractor" shall
9 mean "Sub-consultant."

ARTICLE 27. LIMITATION ON GOVERNMENTAL DECISIONS

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

ARTICLE 28. FORCE MAJEURE

21 Either party shall be excused from performing its obligations under this Agreement during the time
22 and to the extent that it is prevented from performing by an unforeseeable cause beyond its control,
23 including but not limited to: any incidence of fire, flood; acts of God; commandeering of material,
24 products, plants or facilities by the federal, state or local government; national fuel shortage; or a
25 material act or omission by the other party; when satisfactory evidence of such cause is presented to
26

1 the other party; and provided further that such nonperformance is unforeseeable, beyond the control
2 and is not due to the fault or negligence of the party not performing.

3 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. 250236 to be
4 executed as of the date of the last signature below.

5 CONTRACTOR

ORANGE COUNTY TRANSPORTATION
6 AUTHORITY

7 _____
8 **SIGNATURE**

9 _____
10 **DARRELL E. JOHNSON, CHIEF EXECUTIVE
11 OFFICER**

12 APPROVED AS TO FORM:

13 _____
14 **JAMES M. DONICH, GENERAL COUNSEL**

15 APPROVED:

16 _____
17 **JOHNNY DUNNING JR., CHIEF OPERATIONS
18 OFFICER**

LEVEL 2 STANDARD HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

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

C. INJURY AND ILLNESS PREVENTION PROGRAM

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

D. SUBSTANCE ABUSE PREVENTION PROGRAM

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

E. HAZARD COMMUNICATION PROGRAM

- 1. Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- 2. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

F. STORM WATER POLLUTION PREVENTION PLAN

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

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

1. Upon contract award, the contractor within 10 business days shall designate a health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.
2. This person shall be a Competent or Qualified Individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards, and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.
3. The Contractor's HSE Representative is subject to acceptance by the Authority Project Manager, and the HSEC Department. All contact information of the HSE Representative (name, phone, and fax and pager/cell phone number) shall be provided to the Authority Project Manager, upon request, within 72 hours.
4. The Contractor's HSE Representative shall hold a current certification from the Board of Certified Safety Professionals (BCSP) and have five years of demonstrated construction/scope experience enforcing HSE compliance on construction, industrial or similar project scopes. The designated HSE Representative shall participate in any required HSE related submittals. The Authority reserves the right to allow for an exception and to modify these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC Department Manager.
5. Competent Individual means an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees and/or property, and who has authorization to take prompt corrective measures to eliminate them.
6. Qualified Individual means an individual who by possession of a recognized degree, certificate, certification or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his/her ability to solve or resolve problems relating to the subject matter, the work, or the Project.

H. SCOPE PLANNING

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

I. ORIENTATION

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

J. TRAFFIC & PARKING

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

K. GENERAL PROVISIONS

1. The Contractor shall provide all necessary tools, equipment, and related safety protective devices to execute the scope of work in compliance with Authority's HSEC requirements, CCR Title 8 Standards, and recognized safe work practices.
2. The Contractor shall immediately notify the Authority's Project Manager whenever local, state or federal regulatory agency personnel are identified as being onsite.

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

1.2 ENVIRONMENTAL REQUIREMENTS

- A. The Contractor shall comply with Federal, State, county, municipal, and other local laws and regulations pertaining to the environment, including noise, aesthetics, air quality, water quality, contaminated soils, hazardous waste, storm water, and resources of archaeological significance. Expense of compliance with these laws and regulations is considered included in the agreement. Contractor shall provide water used for dust control, or for pre-wetting areas to be paved, as required; no payment will be made by OCTA for this water.
- B. The Contractor shall prevent pollution of storm drains, rivers, streams, irrigation ditches, and reservoirs with sediment or other harmful materials. Fuels, oils, bitumen, calcium chloride, cement, or other contaminants that would contribute to water pollution shall not be dumped into or placed where they will leach into storm drains, rivers, streams, irrigation ditches, or reservoirs. If operating equipment in streambeds or in and around open waters, protect the quality of ground water, wetlands, and surface waters.
- C. The Contractor shall protect adjacent properties and water resources from erosion and sediment damage throughout the duration of the contract. Contractor shall comply with applicable NPDES permits and Storm Water Pollution Prevention Plan (SWPPP) requirements.

- D. Contractor shall comply with all applicable EPA, Cal EPA, Cal Recycle, DTSC, SCAQMD, local, state, county and city standards, rules and regulations for hazardous and special waste handling, recycling and/ disposal. At a minimum, Contractor shall ensure compliance where applicable with SCAQMD Rule 1166, CCR Title 8, Section 5192, 29 CFR Subpart 1910.120, 49 CFR Part 172, Subpart H, 40 CFR Subpart 265.16 and CCR Title 22 Section 6625.16. Contractor shall provide OCTA a schedule of all hazardous waste and special or industrial waste disposal dates in advance of transport date. Only authorized OCTA personnel shall sign manifests for OCTA generated wastes. Contractor shall ensure that only current registered transporters are used for disposal of hazardous waste and industrial wastes. The Contractor shall obtain approval from OCTA for the disposal site locations in advance of scheduled transport date.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:
1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
 2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
 3. Incidents impacting the environment, i.e. spills or releases on Authority property.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work. An immediate verbal notice followed by a written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.
- C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos of the incident area, detailed description of what happened, Investigative photos of the existing conditions and area around the injury/incident scene, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury, copy of Cal/OSHA 300 log of work related injuries and illnesses, the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.

- D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.
1. Serious Injury : includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
 2. Serious Incident : includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.
 3. OSHA Recordable Injury / Illness : includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.
 4. Significant Near Miss Incident : includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

1.4 PERSONAL PROTECTIVE EQUIPMENT

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

1.5 LANGUAGE REQUIREMENTS

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

1.6 WARNING SIGNS AND DEVICES

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

1.7 REFERENCES

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

END OF SECTION