

INVITATION FOR BIDS (IFB) 7-1507

ENGINE INSTALLATION KITS



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

Key IFB Dates

Issue Date:	January 23, 2017
Pre-Bid Conference Date:	February 2, 2017
Question Submittal Date:	February 6, 2017
Bid Submittal Date:	February 21, 2017

**U.S Department of Transportation
FTA FUNDED PROJECT**

TABLE OF CONTENTS

SECTION I: INSTRUCTIONS TO BIDDERS.....	1
SECTION II: KEY CONTRACTUAL TERMS	12
SECTION III: PROJECT SPECIFICATIONS.....	35
SECTION IV: BID PACKAGE.....	42
EXHIBIT A: BID FORM	44
EXHIBIT B: PRICE SUMMARY	47
EXHIBIT C: INFORMATION REQUIRED OF BIDDERS	48
SECTION V: DISADVANTAGED BUSINESS ENTERPRISES	58
SECTION VI: FORMS.....	73



January 23, 2017

**SUBJECT: NOTICE OF INVITATION FOR BIDS
(IFB) 7-1507: "ENGINE INSTALLATION KITS"**

TO: ALL BIDDERS

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

The Orange County Transportation Authority (Authority) invites bids from qualified contractors for Engine Installation Kits. The budget for this effort is \$2,700,000 for a one-year term.

Bids must be received in Authority's office at or before 11:00 a.m. on February 21, 2017.

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

**Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Laiken Gabbert, Senior Contracts Administrator**

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

**Orange County Transportation Authority
Contracts Administration and Materials Management
P.O. Box 14184
Orange, California 92863-1584
Attention: Laiken Gabbert, Senior Contracts Administrator**

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

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

All bidders interested in doing business with Authority are required to register their business on-line at CAMM NET. The website can be found at

<https://cammnet.octa.net>. From the site menu, click on CAMM NET to register.

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

<u>Category:</u>	<u>Commodity:</u>
Buses; Parts, Components, Vehicles	Bus Parts - Engine
Buses; Maintenance and Services	Bus Repair - Engine

A pre-bid conference/job walk will be held on February 2, 2017, at 10:00 a.m. at the Santa Ana Base, 4301 West MacArthur Boulevard, Santa Ana, California, in Conference Room 212. All prospective bidders are strongly encouraged to attend.

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

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

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

SECTION I: INSTRUCTIONS TO BIDDERS

SECTION I. INSTRUCTIONS TO BIDDERS**A. PRE-BID CONFERENCE/SITE VISIT**

A pre-bid conference/job walk will be held on February 2, 2017, at 10:00 a.m. at the Santa Ana Base location, 4301 W. MacArthur Blvd., Santa Ana, California, 92704 in Conference Room 212. All prospective bidders are strongly encouraged to attend the pre-bid conference and the site visit.

By investigation of the work site, bidder shall be satisfied as to the nature and location of the work and shall be fully informed as to all conditions and matters, which can in any way affect the work or the cost thereof. Prospective bidders should familiarize themselves with Authority safety rules that require that pedestrians must wear approved safety vests. All pre-bid conference participants must wear a reflective safety vest. Participants not wearing a reflective safety vest will not be permitted to attend the job walk. The Authority will not provide reflective safety vests during the job walk.

B. EXAMINATION OF IFB DOCUMENTS

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

C. ADDENDA

Any Authority changes to the requirements will be made by written addendum to this IFB. Any written addenda issued pertaining to this IFB shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to or deviations from the requirements set forth in this IFB as the result of oral instructions. Bidders shall acknowledge receipt of addenda in their bids. Failure to acknowledge receipt of Addenda may cause the bid to be deemed non-responsive to this IFB and be rejected.

D. AUTHORITY CONTACT

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

Laiken Gabbert, Senior Contracts Administrator
Contracts Administration and Materials Management Department
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560.5615, Fax: 714.560.5792
Email: lgabbert@octa.net

E. CLARIFICATIONS**1. EXAMINATION OF DOCUMENTS**

Should a bidder find discrepancies in, or omissions from, the drawings or specifications, or be in doubt as to their meaning, the bidder shall notify the Authority in writing in accordance with Section - E.3 below. Should it be found that the point in question is not clearly and fully set forth, a written addendum clarifying the matter will be sent to all firms registered on CAMM NET under the commodity codes specified in the IFB.

2. PREFERENCE FOR MATERIALS

In accordance with the California Public Contract Code Section 3400, reference to any equipment, material, article or patented process, by trade name, make, or catalog number, shall not be construed as limiting competition. In those cases where the specifications call for a designated material, product, or service by specific brand or trade name and there is only one brand or trade name listed, the item involves a unique or novel product application required to be used in the public interest or is the only brand or trade name known to the Authority.

Where the specifications or drawings identify any material, product or service by one or more brand names, whether or not "or equal" is added, and a bidder wishes to propose the use of another item as being equal, approval shall be requested as set forth below.

3. SUBMITTING REQUESTS

- a. All questions, clarifications, requests for approved equals, or comments, including questions that could not be specifically answered at the pre-bid conference must be put in writing and must be received by the Authority no later than 5:00 p.m., on February 6, 2017.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any request for an approved equal must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirements. The burden of proof as to the equality, substitutability, and compatibility of proposed alternates or equals shall be upon the bidder, who shall furnish all necessary information at no cost to the Authority. The Authority shall be the sole judge as to the equality, substitutability, and compatibility of proposed alternates or equals.
- d. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:

- (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
- (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, Lobby Receptionist, Orange, California 92868.
- (3) Facsimile: (714) 560-5792.
- (4) Email: lgabbert@octa.net

4. AUTHORITY RESPONSES

Responses from the Authority will be posted on CAMM NET, no later than February 13, 2017. Bidders may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via U.S. Mail by emailing or faxing the request to Laiken Gabbert, Senior Contracts Administrator.

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

<u>Category:</u>	<u>Commodity:</u>
Buses; Parts, Components, Vehicles	Bus Parts - Engine
Buses; Maintenance and Services	Bus Repair - Engine

Inquiries received after 5:00 p.m. on, February 6, 2017, will not receive a response.

F. BRAND NAMES

It should be understood that specifying a brand name, components, and/or equipment in this IFB shall not relieve the bidder from their responsibility to produce the product in accordance with the performance warranty and contractual requirements. The bidder is responsible for notifying the Authority of any inappropriate brand name, component, and/or equipment substitute for consideration by the Authority.

Brand names and model number, when used, are for the purpose of identifying a standard of requirement and are not to be construed as restricting the procurement to those brand names and model numbers called out.

G. SUBMISSION OF BIDS

1. DATE AND TIME

Bids must be received in the Authority's office at or before 11:00 a.m. on February 21, 2017.

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

Bids will be publicly opened in the Authority's Administration and Contracts office at the submission time indicated above.

2. ADDRESS

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

**Orange County Transportation Authority
Contracts Administration and Materials Management (Camm)
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Laiken Gabbert, Senior Contracts Administrator**

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

**Orange County Transportation Authority
Contracts Administration and Materials Management (Camm)
P.O. Box 14184
Orange, California 92863-1584
Attention: Laiken Gabbert, Senior Contracts Administrator**

3. IDENTIFICATION OF BIDS

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

"IFB No. 7-1507"

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

4. ACCEPTANCE OF BIDS

- a. The Authority reserves the right to postpone bid openings for its own convenience.

- b. Bids received and opened by the Authority are public information and must be made available to any person upon request.
- c. Submitted bids are not to be copyrighted.

H. PRE-CONTRACTUAL EXPENSES

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

1. Preparing a bid in response to this IFB
2. Submitting that bid to the Authority;
3. Negotiating with the Authority any matter related to this bid; and
4. Any other expenses incurred by bidder prior to date of award, if any, of the Agreement.

I. JOINT BIDS

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

J. TAXES

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

K. DISADVANTAGED BUSINESS ENTERPRISE

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

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 protest filed by a bidder in connection with this IFB must be submitted in accordance with the Authority's written procedures.

M. DELIVERY

The items described herein are to be delivered to the following facilities:

4301 West MacArthur Boulevard, Santa Ana, CA 92704

N. CASH DISCOUNTS

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

O. APPENDICES

Information considered by bidder to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Bidders are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials; appendices should be relevant and brief.

P. HAZARDOUS SUBSTANCES**1. CAL-OSHA REQUIREMENTS**

All flammable, corrosive, toxic, or reactive materials being bid must have a complete CAL-OSHA Material Safety Data Sheet accompanying the submitted bid.

2. SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (SCAQMD)

All materials (paints, coatings, inks, solvents, and adhesives) shall comply with the volatile organic compounds (VOC) content requirements of the applicable SCAQMD rules.

3. NOTICE OF HAZARDOUS SUBSTANCES

Title 8, California Code of Regulations, Section 5194 (e) (c), states that the employer must inform any contractor employers with employees working in the employer's workplace of the hazardous substances to which their employees may be exposed while performing their work. In compliance with this requirement, the Authority hereby gives notice to all bidders that the following general categories of hazardous substances are present on the Authority's premises:

- Adhesives, sealant, patching, and coating products
- Antifreezes, coolants
- Cleaners, detergents
- Paints, thinners, solvents
- Pesticides, Petroleum products (diesel and unleaded fuel, oil products)
- Printing, photocopying materials
- Propane Welding materials/compressed gases (e.g., acetylene, oxygen, nitrogen)

More specific information may be obtained from the Authority's Safety and Benefits office at (714) 560-5854, and from Material Safety Data Sheets for individual products.

4. HAZARDOUS WASTE LABELS

Containers containing hazardous substances must be labeled with the following information:

- Identity of hazardous substance-chemical name, not manufacturer or trade name;
- Appropriate health warning relative to health and physical hazard; and
- Name and address of manufacturer or other responsible party. All containers containing hazardous substances may be rejected unless containers are properly labeled. Containers of 55 gallons or larger must have either weather resistant labels or the information should be painted directly on the containers.

Q. CONTRACT AWARD

Any contract awarded as a result of this IFB, will be awarded to the lowest responsive and responsible Bidder and shall be on a lump sum basis, in accordance with the requirements of this IFB. The contract to be awarded is the Agreement presented in Section IV of this IFB.

R. AUTHORITY'S RIGHTS

1. The Authority reserves the right to accept or reject any and all bids, or any item or part thereof, or to waive any informalities or irregularities in bids.
2. The Authority reserves the right to withdraw or cancel this IFB at any time without prior notice. The Authority makes no representations that any contract will be awarded to any bidder responding to this IFB.
3. The Authority reserves the right to issue a new IFB for the project.
4. The Authority reserves the right to postpone the bid opening for its own convenience.
5. Each bid will be received with the understanding that acceptance by the Authority of the bid, to provide the goods and services described herein, shall constitute a contract between the bidder and the Authority which shall bind the bidder on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted bid and specifications.
6. The Authority reserves the right to investigate the qualifications of any bidder, and/or require additional evidence of qualifications to perform the work.

S. PUBLIC RECORDS AND INFORMATION

Bids received by the Authority are considered public information and will be made available to the public if requested to do so.

T. FORMS**1. STATUS OF PAST AND PRESENT CONTRACTS FORM**

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

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

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

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

V. LIST OF SUBCONTRACTORS FORM - EXHIBIT G

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

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

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

X. BUY AMERICA

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

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

1. The application of the domestic preference requirements would be inconsistent with the public interest; Materials are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
2. The inclusion of a domestic item or domestic material will increase the cost of the contract for the item or material by more than 25 percent.

FTA may grant a waiver in the case of the procurement of buses and other rolling

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

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

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

Y. LOBBYING

As a recipient of federal funds, the Authority is required to certify compliance with the influencing restrictions and efforts of bidder to influence federal officials regarding specific procurements in excess of \$100,000.00 that must be disclosed pursuant to section 1352, Title 31, U.S. Code.

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

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

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

Z. DISADVANTAGED BUSINESS ENTERPRISE

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

1. "List of Subcontractors"
2. "DBE Race-Neutral Participation Listing"
3. "Bidders List"

SECTION II: KEY CONTRACTUAL TERMS

SECTION II. KEY CONTRACTUAL TERMS

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

A. ACCEPTANCE OF ORDER

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

B. CHANGES

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

C. INVOICE AND PAYMENT

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

D. WARRANTIES

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

Authority, or payment therefore, shall not relieve bidder of its obligations hereunder.

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

E. INSURANCE

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

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

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

F. EXCESS REPROCUREMENT LIABILITY

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

G. PACKING AND SHIPPING

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

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

H. TITLE AND RISK OF LOSS

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

I. NEW MATERIALS

Except as to any supplies and components which this Agreement or Purchase Order specifically provides need not be new, the bidder represents that the supplies and components to be provided under this Agreement or Purchase Order are new and of recent manufacture (not used or reconditioned or recycled, and not of such age or so deteriorated as to impair their usefulness or safety). If at any time during the performance of this Agreement or Purchase Order, the bidder believes that the furnishing of supplies or components which are not new is necessary or desirable, bidder shall notify the Authority immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the Authority if authorization to use such supplies is granted.

J. INSPECTION AND ACCEPTANCE

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

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

K. INDEMNIFICATION

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

L. INFRINGEMENT INDEMNITY

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

M. SUBCONTRACTORS AND ASSIGNMENTS

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

N. DISPUTES

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

O. NOTICE OF LABOR DISPUTE

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

P. AUDIT AND INSPECTION OF RECORDS

Bidder and/or subcontractors shall provide Authority, or other agents of Authority, such access to bidder's and/or subcontractor's accounting books, records, payroll documents and facilities as Authority deems necessary to examine, audit, and inspect all books, records, work data, documents and activities directly related hereto. Bidder shall maintain books, records, data and documents according to generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during bidder's performance hereunder and for a period of four (4) years from the date of final payment by Authority hereunder.

Q. PROHIBITED INTEREST

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

R. RIGHTS IN DATA

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

S. FEDERAL, STATE AND LOCAL LAWS

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

T. EQUAL EMPLOYMENT OPPORTUNITY

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

U. CONFLICT OF INTEREST

Bidders agree to avoid organizational conflict of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, the Bidders are unable, or potentially unable to render impartial assistance or advise the Authority; Bidder's objectivity in performing the work identified in the specifications are or might be otherwise impaired; or the Bidders have an unfair competitive advantage. Bidders are obligated to fully disclose to the Authority in writing any Conflicts of Interest issues as soon as they are known to the Bidders. All Conflicts of Interest must be disclosed at the time of bid submittal.

V. CODE OF CONDUCT

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

W. FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**1. FEDERAL CHANGES**

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

2. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

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

VENDOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal

Government under an agreement connected with a project that is financed in whole or part with Federal assistance awarded by FTA under the authority of 49 U.S.C. §5307 et seq., the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n) (1) et seq. on the VENDOR, to the extent the Federal Government deems appropriate. VENDOR agrees to include this requirement in all of its subcontracts.

4. CIVIL RIGHTS ASSURANCE

During the performance of this Agreement, VENDOR, for itself, its assignees and successors in interest agree as follows:

- a. Compliance with Regulations: VENDOR shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- b. Nondiscrimination: VENDOR, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The VENDOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the VENDOR for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the VENDOR of the VENDOR's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: VENDOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Authority to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a VENDOR is in the exclusive possession of another who fails or refuses to furnish this information the VENDOR shall so certify to the Authority as appropriate, and shall set forth what efforts

it has made to obtain the information.

- e. Sanctions for Noncompliance: In the event of the VENDOR's noncompliance with nondiscrimination provisions of this Agreement, the Authority shall impose Agreement sanctions as it may determine to be appropriate, including, but not limited to:
 - (1) Withholding of payments to the VENDOR under the Agreement until the VENDOR complies; and/or
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- f. Title VI of the Civil Rights Act. In determining the types of property or services to acquire, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance in violation of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sections 2000d *et seq.* and DOT regulations, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21. In addition, FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for FTA Recipients," 05-13-07, provides FTA guidance and instructions for implementing DOT's Title VI regulations.
- g. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of transportation.
- h. Incorporation of Provisions: VENDOR shall include the provisions of paragraphs (A) through (H) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The VENDOR shall take such action with respect to any subcontract or procurement as the Authority may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a VENDOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the VENDOR may request the Authority to enter into such litigation to protect the interests of the Authority, and, in addition, the VENDOR may request the United States to enter into such litigation to protect the interests of the United States.

5. DISADVANTAGED BUSINESS ENTERPRISES

- a. In accordance with federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), the Orange County Transportation Authority has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs". The project is subject to these stipulated regulations. In order to ensure that the Authority achieves its overall DBE Program goals and objectives, the Authority encourages the participation of DBEs as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with U.S. DOT funds. Pursuant to the intent of these Regulations, it is also the policy of the Authority to:
 - (1) Fulfill the spirit and intent of the Federal DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have equitable access to participate in all of Authority's DOT-assisted contracting opportunities.
 - (2) Ensure that DBEs can fairly compete for and perform on all DOT-assisted contracts and subcontracts.
 - (3) Ensure non-discrimination in the award and administration of Authority's DOT-assisted contracts.
 - (4) Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.
 - (5) Ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.
 - (6) Help remove barriers to the participation of DBEs in DOT-assisted contracts.
 - (7) Assist in the development of firms that can compete successfully in the marketplace outside the DBE Program.
- b. VENDOR shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Any terms used in this section that are defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and the Authority's DBE Program with respect to DOT-assisted contracts, the Regulations shall prevail.

- c. The Authority's New Race-Neutral DBE Policy Implementation Directives: Pursuant to recently released Race-Neutral DBE policy directives issued by the U.S. DOT in response to the Ninth Circuit U.S. Court of Appeals decision in *Western States Paving Co. v. Washington State Department of Transportation*, the Authority has implemented a wholly Race-Neutral DBE Program.

A Race-Neutral DBE Program is one that, while benefiting DBEs, is not solely focused on DBE firms. Therefore, under a Race-Neutral DBE Program, the Authority does not establish numeric race-conscious DBE participation goals on its DOT-assisted contracts. VENDOR shall not be required to achieve a specific level of DBE participation as a condition of contract compliance in the performance of this DOT-assisted contract. However, VENDOR shall adhere to race-neutral DBE participation commitment(s) made at the time of contract award.

- d. Definitions: The following definitions apply to the terms as used in these provisions:

(1) "Disadvantaged Business Enterprise (DBE)" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(2) "Small Business Concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto, except that a small business concern shall not include any concern or group of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$19.57 million over the previous three fiscal years.

(3) "Socially and Economically Disadvantaged Individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans, women and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act, or by the Authority pursuant to 49 CFR part 26.65. Members of the following groups are presumed to be socially and economically disadvantaged:

- a. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - b. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - c. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - d. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
 - e. "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh; and
 - f. Women, regardless of ethnicity or race.
- (4) "Owned and Controlled" means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals"; and (b) whose management and daily business operations are controlled by one or more such individuals.
- (5) "Manufacturer" means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the VENDOR.
- (6) "Regular Dealer" means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
- (7) "Other Socially and Economically Disadvantaged Individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business

Administration or Authority to meet the social and economic disadvantage criteria described below.

a. Social Disadvantage: The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.

i. The individual must demonstrate that he/she has personally suffered social disadvantage.

ii. The individual's social disadvantage must be rooted in treatment, which he/she has experienced in American society, not in other countries.

iii. The individual's social disadvantage must be chronic, longstanding and substantial, not fleeting or insignificant.

iv. The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.

v. A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

b. Economic Disadvantage

i. The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.

ii. The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

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

With respect to the individual and the business concern:

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

e. Race-Neutral DBE Submission and Ongoing Reporting

Requirements (Post-Award).

VENDOR shall complete and submit the following DBE exhibits (forms) at the times specified: "Monthly Race-Neutral DBE Subcontractors Paid Report Summary and Payment Verification" (Form 103). If VENDOR is a DBE firm and/or has proposed to utilize DBE firms, VENDOR will be required to complete and submit a Form 103 to Authority by the 10th of each month until completion of the contract to facilitate reporting of race-neutral DBE participation, following the first month of contract activity. VENDOR shall report the total dollar value paid to DBEs for the applicable reporting period. VENDOR shall also report the DBE's scope of work and the total subcontract value of commitment for each DBE reported. VENDOR is advised not to report the participation of DBEs toward VENDOR's race-neutral DBE attainment until the amount being counted has been paid to the DBE. Upon completion of the contract, VENDOR will be required to prepare and submit to the Authority a "Race-Neutral DBE Subcontractors Paid Report Summary and Payment Verification" (Form 103) clearly marked "Final" to facilitate reporting and capturing actual DBE race-neutral attainments. VENDOR shall complete and submit a Final Form 103 whether or not DBEs were utilized in the performance of the contract.

- f. DBE Eligibility and Commercially Useful Function Standards: A DBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest. A DBE must perform a commercially useful function in accordance with 49 CFR 26.55 (i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work). A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function. DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources: The CUCP web site, which can be accessed at <http://www.californiaucp.com>; or the Caltrans "Civil Rights" web site at <http://www.dot.ca.gov/hq/bep>. The CUCP DBE Directory, which may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815; Telephone: (916) 445-3520.

- g. DBE Crediting Provisions: When a DBE is proposed to participate in the contract, either as a prime VENDOR or Subcontractor, only the value of the work proposed to be performed by the DBE with its own forces may be counted towards race-neutral DBE participation. If VENDOR is a DBE joint venture participant, only the DBE proportionate interest in the joint venture shall be counted. If a DBE intends to subcontract part of the work of its subcontract to a lower tier Subcontractor, the value of the subcontracted work may be counted toward race-neutral DBE participation only if the DBE Subcontractor is a certified DBE and actually performs the work with their own forces. Services subcontracted to a non-DBE firm may not be credited toward the prime Contractor's race-neutral DBE attainment. VENDOR is to calculate and credit participation by eligible DBE vendors of equipment, materials, and suppliers toward race-neutral DBE attainment, as follows: Sixty percent (60%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a regular dealer; or One hundred percent (100%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a DBE manufacturer. The following types of fees or commissions paid to DBE Subcontractors, Brokers, and Packagers may be credited toward the prime VENDOR's race-neutral DBE attainment, provided that the fee or commission is reasonable, and not excessive, as compared with fees or commissions customarily allowed for similar work, including: Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required in the performance of the Contract; Fees charged for delivery of material and supplies (excluding the cost of materials or supplies themselves) when the licensed hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material and supplies; Fees and commissions charged for providing any insurance specifically required in the performance of the Contract. VENDOR may count the participation of DBE trucking companies toward race-neutral DBE attainment, as follows: The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Contract. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract. The DBE may also lease trucks from a non-DBE firm,

including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE. For purposes of this paragraph, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE. If VENDOR listed a non-certified DBE 1st tier subcontractor to perform work on this contract, and the non-certified DBE subcontractor subcontracts a part of its work or purchases materials and/or supplies from a lower tier DBE certified Subcontractor or Vendor, the value of work performed by the lower tier DBE firm's own forces can be counted toward race-neutral DBE participation on the contract.

- h. Performance of DBE Subcontractors: DBE subcontractors listed by VENDOR in its "DBE Race-Neutral Participation Listing" (Exhibit D-2) submitted at the time of bid/proposal submittal shall perform the work and supply the materials for which they are listed, unless the VENDOR has received prior written authorization from the Authority to perform the work with other forces or to obtain the materials from other sources. VENDOR shall provide written notification to the Authority in a timely manner of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.
- i. Additional DBE Subcontractors: In the event VENDOR identifies additional DBE subcontractors or suppliers not previously identified by VENDOR for race-neutral DBE participation under the contract, VENDOR shall notify the Authority by submitting "Request for Additional DBE Firm" to enable VENDOR to capture all race-neutral DBE participation. VENDOR shall also submit, for each DBE identified after contract execution, a written confirmation from the DBE acknowledging that it is participating in the contract for a specified value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation).
- j. DBE Certification Status: If a listed DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify VENDOR in writing with the date of decertification. If a non-DBE subcontractor becomes a certified DBE during the life of the project, the DBE subcontractor shall notify VENDOR in writing with the date of certification. VENDOR shall furnish the written documentation to Authority in a timely manner.

- k. **VENDOR's Assurance Clause Regarding Non-Discrimination:** In compliance with State and Federal anti-discrimination laws, VENDOR shall affirm that they will not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, VENDOR shall affirm that they will consider, and utilize subcontractors and vendors, in a manner consistent with non-discrimination objectives.

6. ACCESS TO RECORDS AND REPORTS

VENDOR shall provide Authority, the U.S. Department of Transportation (DOT), the Comptroller General of the United States, or other agents of Authority, such access to VENDOR's accounting books, records, payroll documents and facilities of the VENDOR which are directly pertinent to this Agreement for the purposes of examining, auditing and inspecting all accounting books, records, work data, documents and activities related hereto. VENDOR shall maintain such books, records; data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during VENDOR's performance hereunder and for a period of four (4) years from the date of final payment by Authority. The Authority's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors identified in this Agreement. VENDOR shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

7. INCORPORATION OF FTA TERMS

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

8. ENERGY CONSERVATION REQUIREMENTS

VENDOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy Conservation Act.

9. FLY AMERICA REQUIREMENTS

CONTRACTOR agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipient of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed

international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. CONTRACTOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

10. TRANSPORTATION OF EQUIPMENT, MATERIALS OR COMMODITIES BY OCEAN VESSEL

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

CONTRACTOR shall furnish within twenty (20) working days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipping originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of lading in English for each shipment of cargo described in paragraph 0 of this Article to Authority (through the prime CONTRACTOR in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590, marked with appropriate identification of the project.

11. PROHIBITED INTERESTS

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

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

12. ALCOHOL AND DRUG POLICY

A. VENDOR agrees to establish and implement an alcohol and drug program that complies with 41 U.S.C sections 701-707, (the Drug Free Workplace Act of 1988), which is attached to this Agreement as Exhibit B, and produce any documentation necessary to establish its compliance with sections 701-707.

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

13. PRIVACY ACT

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

14. CONFLICT OF INTEREST

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

15. CODE OF CONDUCT

VENDOR agrees 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. VENDOR agrees to include these requirements in all of its subcontracts.

16. 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/Buyer responsible for this procurement. Any protest filed by the vendor in connection with this solicitation must be submitted in accordance with the Authority's written procedures.

The following additional provisions apply to all purchases over \$10,000**17. TERMINATION**

Authority may terminate this Agreement for its convenience at any time, in whole or part, by giving VENDOR written notice thereof. Upon termination, Authority shall pay VENDOR its allowable costs incurred to date of that portion terminated. Said termination shall be construed in accordance with the provisions of CFR Title 48, Chapter 1, Part 49, of the Federal Acquisition Regulation (FAR) and specific subparts

and other provisions thereof applicable to termination for convenience. If Authority sees fit to terminate this Agreement for convenience, said notice shall be given to VENDOR in accordance with the provisions of the FAR referenced above. Upon receipt of said notification, VENDOR agrees to comply with all applicable provisions of the FAR pertaining to termination for convenience.

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

18. RECYCLED PRODUCTS

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

The following additional provisions apply to all purchases over \$25,000

19. DEBARMENT & SUSPENSION:

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

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

A certification process has been established by 49 CFR Part 29, as a means to ensure that debarred suspended or voluntarily excluded persons or firms do not participate in Federally assisted projects. The inability to provide the required certification will not necessarily result in denial of participation in a covered transaction. A person or firm that is unable to provide a positive certification as required by this solicitation must submit a complete explanation attached to the certification. FTA will consider the certification and any accompanying explanation

in determining whether or not to provide assistance for the project. Failure to furnish a certification or an explanation may disqualify that person or firm from participating in the project.

The following additional provisions apply to all purchases over \$100,000:

20. DISPUTES

- a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by Authority's Director, 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 final and conclusive.
- b. The provisions of this Article shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.
- c. 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, CAMM. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any Authority official or representative on a question of law, which questions shall be settled in accordance with the laws of the state of California.

21. CLEAN WATER REQUIREMENTS

VENDOR shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. VENDOR shall report each violation to Authority and understands and agrees that the Authority who will in turn, report each violation as required to assure notification to FTA and appropriate EPA Regional Office. VENDOR agrees to include this requirement in all of its subcontracts.

22. CLEAN AIR

VENDOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. VENDOR shall report each violation to Authority, who will in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. VENDOR agrees to include this requirement in all of its subcontracts.

23. LOBBYING

Vendors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying". Each tier certifies to the above that it will not or has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

24. BUY AMERICA

Vendor is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a) and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this Project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

- a. A Certificate of Compliance, conforming to the provisions of this Article shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the exceptions listed herein.
- b. The requirements imposed by law and regulations do not prevent a minimal use of foreign steel and iron materials of the total combined cost of the materials used does not exceed one-tenth of one percent

(0.1 percent) of the total contract cost or \$2,500, whichever is greater. VENDOR shall furnish the Authority acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials in the work.

DRAFT

SECTION III: PROJECT SPECIFICATIONS

Scope of Work

Purchase of 97 Engine Installation Kits for Engine Repower

Project

The Orange County Transportation Authority (Authority) intends to procure 97 new Engine Installation Kits for its upcoming Cummins ISL-G, G280 near zero, 8.9 Liter CNG engine repower program. This program is intended for a segment of Authority's New Flyer 2007/2008 vintage year, SR1174/1272/1273 CNG powered buses.

This IFB is for 97 Engine Repower Kits, which will include the major components not included with the engine and all other miscellaneous parts required for Authority's engine repower project. Any materials, parts and components shall be new and of first or Original Equipment Manufacturer (OEM) quality. In no case will used, reconditioned, or obsolete parts be accepted.

Scope of Work

- The Bidder shall provide a total of 97 complete Engine Repower Kits.
- All parts, components, assemblies, and others shall be new, unused and of automotive heavy-duty grade quality.
- Each kit shall provide all of the necessary parts to complete one engine repower unit.
- The major components are identified by manufacturer and part number, and an item number that corresponds to the number on the parts list in Appendix A.
- The major components, miscellaneous parts, and parts requiring fabrication are all listed in in Appendix A.
- Only approved North American made fasteners, fittings, and hoses shall be used for the kits.
- All components and materials in the engine compartment, and around the exhaust system must be rated to 500 degrees Fahrenheit (F) plus.

Note: Some parts may be provided in bulk, however, pricing shall be itemized into each individual kit (e.g. hose or cables, etc. can be provided in bulk, and Authority technicians will cut to proper size for each bus during production).

Major Components by Manufacturer's Part Number:

- Radiator: Modine Part # 1A020298
- Charge Air Cooler: American Precision Industries Part# N087815
- Oil Cooler with Fan motor: New Flyer Part# 320519
- Alternator: Delco (50DN): 261018
- Fan Hydraulic Pump Assembly: Hydraulic Specialty Co. Part# 700970
- Hydraulic Steering Pump: IXETIC LH2112881

- Hydraulic Fan Motor Assembly: Eaton Part #74315LAA
- Air Drier: SKF, HC Dual Turbo 2000, Part #620982
- Fan Blade, 34-inch diameter.: American Cooling Systems (ACS) Part #368256-34
- U-Joint Driveline: Spicer Part# 5-675X
- Voltage Regulator: AC/Delco Part# 10503805P

Note: The radiator, charge air cooler, front & rear radiator shrouds, fan mounting assembly, fan motor, and fan shall be provided as a single preassembled assembly designed for quick installation, to fit in the New Flyer SR-1273 configuration. Parts not including fastener hardware are listed under item number eight (8) on the parts list.

Note: Some hydraulic hoses require shielding with clamped snap-tite, hose guard, HGU-Polyurethane or approved equal, heavy duty, with 500 degrees F minimum operating range, permanently clamped and secured on one end so that failure of a line will not allow the contents to spray or drain onto any engine component operable above the auto-ignition temperature of the fluid. This requirement, snap-tite sleeves, also applies to the low pressure and high flow circuits (return lines) in the hydraulic system. These hoses are identified on Appendix A.

OEM Parts

Authority requires the use of OEM parts when available. If, due to non-existence of OEM parts, the Contractor shall provide and/or design its own parts. Those parts shall be clearly identified by AutoCAD drawings with dimensions and materials used for the manufacturing to include Contractor's part number.

Warranty

- The Contractor shall provide a three year--all inclusive--unlimited miles warranty for each major component listed under "Major Components" and shall provide any, and all additional available manufacturer's warranties to the Authority.
- All warranty service, unless specified otherwise, shall be provided at any of the Authority operating facilities in the County of Orange, California.

1. Santa Ana Base (Base 1)
4301 West MacArthur Boulevard
Santa Ana, CA 92704
2. Garden Grove Base (Base 4)
11790 Cardinal Circle
Garden Grove, CA 92843
3. Anaheim Base (Base 6)
1717 East Via Burton
Anaheim, CA 92806

4. Irvine Base (Base 7)
 14736 Sand Canyon Road
 Irvine, CA 92618

- The warranty shall start after completion of each engine installation and release of the Authority bus for revenue service.
- The starting date of the warranty shall be documented via Authority's Ellipse work order system.
- The Contractor shall be responsible to correct and/or to compensate the Authority for any discrepancies encountered during the application and/or enforcement of the previously outlined warranty terms and conditions.
- The warranty response, and field service technicians, if applicable, need to take place within 24 hours after receiving the Authority's request for such service. Saturdays and Sundays are excluded.

Warranty Reimbursement Requirements

The Contractor shall reimburse the Authority for warranty labor, plus parts, expended/incurred resulting from faulty, or malfunctioning components provided as part of this solicitation. The Contractor shall reimburse the Authority for the previously described expenses within 60 calendar days after receipt of such warranty claim.

The Authority's Warranty Coordination Section shall be responsible for communicating with the Contractor's Warranty Service Center, Dealer Network, etc., to request repairs to Authority buses, during the warranty period, to be performed at any of Authority facilities. If Authority determines that a "Warranty Request for Field Service" was not deemed as "warrantable," then the Authority shall reimburse the Contractor for the technician's time and mileage expenses associated with the requested Filed Service Call.

Warranty Repairs by Authority/Parts Used

If the Contractor is unable to provide warranty service within the previously allocated timeline, the Authority's Warranty Coordination Section shall notify the Contractor of Authority's intent to perform the repairs and Authority personnel shall start the necessary repairs. Authority, during the performing of warranty covered repairs, shall correct or repair the defect and any related defect using OEM supplied or approved parts specifically intended for such repairs. Monthly reports of all repairs covered under warranties shall be submitted by Authority to the Contractor for reimbursement or replacement of parts and labor. The Contractor shall be responsible for providing the forms for these reports.

Contractor Supplied Parts:

The Authority may require that the Contractor supply new parts for warranty-covered repairs being performed by the Authority. These parts shall be shipped prepaid to Authority from any source selected by the Contractor within ten working days of receipt of the request for said parts. Parts supplied by the Contractor shall be OEM.

Fleet Defect Failures Occurrence and Remedy

A fleet defect is defined as a cumulative failure of any kind in the same component, or subcomponent in the same or similar application where such items are covered by the three year warranty, and if such failures occur in twenty percent (20%) of the components, or parts kits delivered under this solicitation.

The Contractor shall correct the fleet defect failure under warranty and shall promptly undertake a complete work program reasonably designed to prevent the occurrence of the same defect in all other kits purchased under this solicitation.

Where the specific defect can be solely attributed to a particular identifiable part(s), the work program shall include redesign and/or replacement of only the defective designed or manufactured part(s). In all other cases, the work program shall include inspection and/or correction of all similar components procured under this solicitation via a mutually agreed upon arrangement.

Failure Analysis

The Contractor shall, upon specific request by Authority, provide a failure analysis of fleet defect or safety-related parts, or major components, removed from buses under the terms of the warranty that could affect fleet operation. Such reports shall be delivered within 30 calendar days of the receipt of failed parts.

Reimbursement for Parts Used From Authority Inventory

The Authority shall be reimbursed by the Contractor for defective parts and for parts from its own stock that must be replaced to correct the defective part. The reimbursement shall be at the current price at the time of repair and shall include taxes where applicable and fifteen percent (15%) handling costs.

Reimbursement for Labor

The Authority shall be reimbursed by the Contractor for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by a per hour, mechanic, straight wage rate, plus twenty five percent (25%) fringe benefits, plus fifty eight percent (58%) overhead (i.e. $[SWR \times 1.25] \times 1.58$), plus the cost of towing in the bus, if such action was necessary and if the bus was in the normal service area.

These wage and fringe benefit rates shall not exceed the rates in effect in the Authority's service garage at the time the defect correction is made.

Delivery

Each major component shall be delivered with all open fittings, connections and orifices sealed to protect all of the components from the introduction of contaminants of any type

during shipping and storage. The components and kits shall be delivered undamaged, in non-returnable packing crates.

Contractor shall be responsible for the transportation and delivery of the new components, and parts kits at no additional cost to Authority. All parts kits and components shall be delivered to Authority's Santa Ana Base, located at 4301 West MacArthur Boulevard, Santa Ana, CA between the hours of 7:00 a.m. and 3:30 p.m. Monday through Friday.

Notice To Proceed- First Article Engine-Installation-Kit

The Contractor, upon securing the "Notice to Proceed" with the first article Engine-Installation-Kit shall only be given approval and authorization to acquire the parts, materials, components, etc., that are required to successfully complete and assemble one first article kit. The Contractor shall not be contractually allowed to procure parts, materials, components, enter into any commitments, agreements, etc., related to any requirements for the remainder of the kits until Authority provides in writing, the full acceptance of the first article kit and Authority's issuance of the "Notice to Proceed" with the remainder of the Engine-Installation-Kits.

If the Contractor does not follow these requirements, its actions shall be at their sole discretion, and the Authority shall not be financially, contractually or legally required to compensate the Contractor for any such actions taken without Authority's written contractual approvals.

The prototype kit shall be delivered to Authority for inspection and review, prior to delivering the remainder of the kits. The Authority will take up to 60 calendar days to perform one complete engine installation using the Contractor's provided kit. This step will result in the validation, verification and applicability of the Contractor's provided kit.

Upon completion of this verification/validation, the Authority reserves the right to approve, modify or reject in its entirety the Contractor's supplied Engine-Installation-Kit.

Notice To Proceed- Engine-Installation-Kit, Production Kits

Upon completion of Authority's Prototype Kit review and, any or all changes have been made to correct any items that are either outside the specification, or were found to be an incorrect fit for the configuration, a second notice to proceed, with addendums if applicable, will be provided to the Contractor. The Contractor shall begin to procure and fabricate parts, and build sub-assemblies once the Notice to Proceed is provided.

Technical Project Manager

Joe Townsend
Senior Fleet Analyst
Transit Technical Services
(714) 668-4573

Material/Workmanship

The Bidder shall provide all new components, and parts, not rebuilt, and the condition of the components shall be at least equivalent to acceptable standards practiced within the automotive industry.

Delivery Schedule

The first article, one unit, Engine-Installation-Kit shall be delivered to Authority within ninety, 90, days after securing the Notice-to-Proceed with the "First Article" or "Prototype Installation Kit."

Production kits, 96 units, shall be delivered in installments of 10 Kits per month, until completion of the order, commencing 60 calendar days after receipt of the Notice-to-Proceed with the production kits.

DRAFT

Appendix A - Engine Repower Kit Parts List

OCTA Item #	Item Description	Mfg	Mfg Part #	New Flyer Part #	OCTA Part #
Major Components					
1	Oil Cooler Assy (Includes Fan, Cooler & Sensor)	New Flyer	320519	320519	29173
2	Alternator	Delco (50DN)	261018	261018	23737
3	Fan Pump Assembly	Hydraulic Specialty Co.	700970	298180	28845
4	Power Steering Pump	IXETIC	LH2112881	239836	23741
5	Air Drier, Dual Turbo	SKF	620982	215419	57067
6	U-Joint	Spicer	5-675X	6340769	4663
7	Voltage Regulator	AC Delco	0503805P	6344831	11361
Complete Radiator/Charge Air Cooler Assembly					
8	Radiator Asssembly	Modine	1A020298	6359326	NF #320515 Rad & CAC Assembled
	CAC Assy	API	N087815	6359325	
	Fan Motor Asembly	Eaton	74315LAA	127530	25627
	Fan, Radiator 34" Diameter	ACS	368256-34	299612	35188
	Fan Mount Assy			335901	N/A
	Fan Shroud			324003	N/A
	Baffle Assy			289680	N/A
	Seal, Rubatex 1" Wx1/8" Thick (between front baffle & rear radiator shroud)			5962618	21514
	Seal Bulb (Between exterior panel door & Rad Pkg.)			000559	21944
	Cover plate, Underside of shroud (L&R)			270017	N/A
	Cover plate, lower sides of shroud (L&R)			270019	N/A
	Cover plate, upper sides of shroud (L&R)			300100	N/A
Miscellaneous Components					
9	Hose Assy, FC355-24 FL 36.0 (w/ snap-tite sleeve)	New Flyer	289123	289123	64097
10	Hose Assy, FC510-10 FL 13.5" (w/ snap-tite sleeve)	New Flyer	300314	300314	64105
11	Hose Assy, FC510-8 FL 14.5" (w/ snap-tite sleeve)	New Flyer	300316	300316	64113
12	Hose Assy, FC510-10 FL 25" (w/ snap-tite sleeve)	New Flyer	290840	290840	30825
13	Gasket Between Air Comp & Hyd Pump	New Flyer	039172	039172	5099
14	Engine Mount, Rear	New Flyer	116019	116019	16673
15	Engine Mount, Front	New Flyer	109982	109982	4226
16	Clamp, Exhaust 4.75" I.D.	New Flyer	205042	205042	27813
17	Connector, Flex Joint	New Flyer	284878	284878	30478
18	U-Clamp	New Flyer	5952265	5952265	21327
19	Blanket, Flex Pipe to Turbo	New Flyer	6359409	6359409	36483
20	Blanket, Muffler to Flex Pipe	New Flyer	6359410	6359410	64121
21	Intake Hose, Hump 4.0" I.D.	New Flyer	237729	237729	64139
22	Elbow, Rubber 5"	New Flyer	042027	042028	34975

Appendix A - Engine Repower Kit Parts List

OCTA Item #	Item Description	Mfg	Mfg Part #	New Flyer Part #	OCTA Part #
23	Clamp, Intake Hose 5 1/2"	New Flyer	5926062	5926063	14631
24	Clamp, Intake T-Bolt w/Spring	New Flyer	097485	097486	22541
25	Filter Minder	New Flyer	811553	811553	N/A
26	Hose Assembly (Filter Minder)	New Flyer	256781	256781	62331
27	Clamp	New Flyer	6333803	6333803	7720
28	Hose, Intake - Hump	New Flyer	6333802	6333802	64147
29	Air Filter	New Flyer	6341684	6341684	2039
30	Hose Alternator Vent	New Flyer	6351714	6333802	64154
31	Hose Alternator Drain	New Flyer	6346957	6346957	36624
32	Hose Alternator Supply	New Flyer	6360253	6360253	64162
33	Hose Assembly, FC300 - 4 FL 39.8 CL 37.2	New Flyer	138716	138716	30221
34	Hose Assembly, FC355 - 04 FL 53	New Flyer	301448	301448	29009
35	Hose Assembly, FC355 - 04 FL 59	New Flyer	299175	299175	29017
36	Clamp, Double 1/2" Tube	New Flyer	049234	049234	34959
37	Hose Assy, FC355-20 FL 27.0"	New Flyer	281659	281659	59840
38	Hose Assy, FC355-20 FL 28.0"	New Flyer	318280	318280	26898
39	Hose Assy, FC355-20 FL 24.0"	New Flyer	318279	318279	49700
40	Beta Clamp Assy	CCW	816638	NA	64170
41	Air Drier Copper coil, 3/4"ID X 12ft	CCW	825444	NA	64196
42	Standoff Coil Condensor Hose	CCW	825223	NA	64212
43	Purge Tank kit	CCW	215665	NA	64238
44	Pipe, Air Compressor Intake	CCW	818720	NA	N/A
45	Pipe, air cleaner to turbo	CCW	818722	NA	N/A
46	Pipe, air cleaner to turbo intake short	CCW	818721	NA	N/A
47	Radiator Mounting Bushing	New Flyer	8110071	8110071	17767
48	Intake Hose, Elbow	New Flyer	106427	106427	53637
49	Clamp CAC U-Clamp	New Flyer	049749	049749	40469
50	Clamp, T-Blot w/sSpring	New Flyer	097485	097485	22541
51	Intake Hose, 90 degree	New Flyer	106428	106428	64246
52	Clamp 4"	New Flyer	5952619	5952619	35006
53	Hose, Hump (may be supplied with engine)	New Flyer	6333802	6333802	64147
54	Clamp (may be supplied with engine)	New Flyer	6333803	6333803	7720
55	Clamp, Breeze 1.25" Dia - 2.13" Dia	New Flyer	014663	014663	3206
56	Hose, Hump (may be supplied with engine)	New Flyer	8111087	8111087	1104
57	Hose, 1.0" dia x 8" long	New Flyer	260697	260697	40451
58	Clamp, Breeze, .81" - 1.5"	New Flyer	045384	045384	23236
59	Clamp, Breeze 2.25" Dia - 3.13" Dia	New Flyer	012834	012834	13520
60	Hose, Radiator Elbow 90 degree	New Flyer	028889	028889	21891

Appendix A - Engine Repower Kit Parts List

OCTA Item #	Item Description	Mfg	Mfg Part #	New Flyer Part #	OCTA Part #
61	Hose, Hump 2 1/2" I.D.	New Flyer	034528	034528	30320
62	Hose, Elbow 90 degree	New Flyer	038158	038158	18408
63	Hose, Aramid 1.375" I.D.	New Flyer	260700	260700	24000
64	Valve, pressure relief 1/8" NPTF	New Flyer	091465	091465	5603
65	Neoprene, 2" W x .06" Thk (McMaster-Carr)	8837K214	5947950	5947950	64253
66	Filler Cap Assy	New Flyer	5952929	5952929	3127
67	Gasket	New Flyer	102963	102963	N/A
68	Sight Glass Kit	New Flyer	5926777	5926777	62356
69	Sensor, coolant level (Come with engine)	New Flyer	302589	302589	62364
70	Surge Tank Pressure Cap	New Flyer	236652	236652	32573
71	Hose Assembly, FC355 - 4 FL 60.0	New Flyer	307108	307108	62372
72	Clamp, Hose 1.5 O.D.	New Flyer	058878	058878	62380
73	Hose Assembly, FC355 - 4 FL 30.	New Flyer	330046	330046	47969
74	Hose Assembly, FC355 - 4 FL 38.0	New Flyer	302687	302687	62398
75	Hose Assembly, FC355 - 4 FL 30.0	New Flyer	338032	338032	47951
76	Clamp, 0.5" Dia	New Flyer	294939	294939	62406
77	Hose Assembly, FC355 - 4 FL 29.0	New Flyer	328036	328036	47944
78	Clamp, Tube 1/2" Tube	New Flyer	049189	049189	28134
79	Clamp, Double 1/2" Tube	New Flyer	049234	049234	34959
80	Clamp, Breeze 1" Dia - 1.75"	New Flyer	012836	012836	N/A
81	Hose, Aramid 0.75: I.D.	New Flyer	260695	260695	64261
82	Clamp, 5/8" Tube	New Flyer	066792	066792	22865
83	Hose, Elbow 90 degree X 3/4" Dia	New Flyer	102773	102773	62414
84	Clamp, 5/8" Dia Twin	New Flyer	202016	202016	22864
85	Hose Assy, FC355-6 FL 41.0"	New Flyer	316812	316812	49775
86	Hose Assy, GH195-12 FL 16.0 (w/ snap-tite sleeve)	New Flyer	316815	316815	21097
87	Hose Assy, FC355-12 FL 15.0" (w/ snap-tite sleeve)	New Flyer	316813	316813	24265
88	Hose Assy, GH195-12 FL 28.0" (w/ snap-tite sleeve)	New Flyer	324942	324942	64279
89	Hose Assy, FC510-16 FL 18.0" (w/ snap-tite sleeve)	New Flyer	343731	343731	64295
90	CNG Hose Assembly, Filter to Engine	New Flyer	324446	324447	31252
91	Fuel Filter, Primary	New Flyer	6339089	6339089	18633
92	Clamp, Breeze 9/16" Dia - 1 1/16" Dia	New Flyer	051625	051625	23237
93	Clamp, Breeze 9/16" Dia - 11/16" Dia	New Flyer	131322	131322	12203
94	Hose, CNG Regulator Heater, 5/8" dia. X 6" long	New Flyer	303663	303663	35485
95	Hose, Aramid 0.375 IN 9'	New Flyer	341397	341397	24745
96	Hose, Aramid 0.375 IN	New Flyer	305746	305746	24745
97	Clamp, 3/4 Tube	New Flyer	049194	049194	28142
98	Clamp, Double 3/4	New Flyer	045755	045755	62422

Appendix A - Engine Repower Kit Parts List

OCTA Item #	Item Description	Mfg	Mfg Part #	New Flyer Part #	OCTA Part #
99	5" to 4" Exhaust Pipe Reducer	Cummins	35P-4050S	NA	64303
100	Clamp, V-Band	Cummins	2880213	NA	64311
101	Gasket, AFM device	Cummins	2880215	NA	64329
102	Exhaust Flange	Cummins	A029L736	NA	64337
103	Insulation for Muffler compartment (53"X60")	J&M Speed	800102	NA	64345
104	3/4" X 10' heat Sleeve	Thermotec	18075-10	NA	64386
105	1/2" X 12' heat Sleeve	Thermotec	18050-10	NA	64394
106	1" X 12' heat Sleeve	Thermotec	18100-10	NA	64402
107	Fitting, #8 straight Female, 45 Deg inverted flare 1-1/16 thread	Aeroquip	4401-8S	NA	3793
108	Cable Tie Mounts	McMaster-Carr	7582K82	NA	64352
109	Cable Tie Mounts, HD Spacer	Panduit	TMEH-X2-L0Y	NA	64360
110	Hose, #8 Blue (Bulk)			NA	N/A
111	Recepticle Assy, 16-18 AWG	Deutsch	DT04-08PA	NA	N/A
112	Recepticle Wedge Lock	Deutsch	W8P	NA	N/A
113	Wiring Harness Connector, 8 Recepticle	Deutsch	DT06-08SA	NA	N/A
114	Recepticle Wedge Lock	Deutsch	W8S	NA	N/A
115	Wire harness 4-Pin Recepticle	Deutsch	DT04-4P	NA	N/A
116	Recepticle Wedge Lock	Deutsch	W4P	NA	N/A
117	4-way plug assy	Deutsch	DT06-4S	NA	N/A
118	Recepticle Wedge Lock	Deutsch	W4S	NA	N/A
119	Pins, recepticle	Deutsch	0460-202-16141	NA	N/A
120	Socket, recepticle	Deutsch	0462-201-16141	NA	21924
121	Sealing Plug, recepticle	Deutsch	114017	NA	N/A
122	18 AWG High Temp (250C) wire (feet)	Tempco	LDWR-1020	NA	N/A
123	Intake Hose, Turbo	New Flyer	034530	034530	52316
124	Tee Fitting (as needed)	New Flyer	289102	289102	41251
125	90 degree air governor fitting - add to hose	Gillig	54-13078-004	NA	23388
126	Split Block Clamp, 5/8" ID	ThermoKing	91-758	NA	37903
127	P-Clamp, crank case vent hose (Crankcase breather 2")			NA	N/A
128	Terminal Pin, pigtail	Cummins	3164291	NA	41392
129	Connector	Cummins	3164566	NA	N/A
130	Terminal Pin	Delphi	12048074-L	NA	N/A
131	Connector	Delphi	12160482	NA	30643
132	Connector Lock	Delphi	12160480	NA	41335
133	High Temp Split loom 1/2" ID	New Flyer	198160	198160	50450
134	Thermal wrap	New Flyer	165544	165544	36756
135	Alt cable bracket clamp	Parker	WP3190	NA	52746
136	Tranmission dipstick mounting clamp	Parker	WP3254	NA	N/A

Appendix A - Engine Repower Kit Parts List

OCTA Item #	Item Description	Mfg	Mfg Part #	New Flyer Part #	OCTA Part #
137	Copper washer at B+ Stud on Alternator	Delco Remy	1902746	NA	2768
138	Clamp, Split block, air coil		3213PO	NA	N/A
139	Battery Cable / 4.0 AWG Welding Cable	Grainger	19YD96	NA	N/A
140	Terminal Lugs, round, 1/2" hole	Thomas & Betts	F975	NA	N/A
141	Shrink tube w/glue (1" ID)	RayChem		NA	N/A

Appendix A - Engine Repower Kit Parts List

OCTA Item #	Item Description	Mfg	Mfg Part #	New Flyer Part #	OCTA Part #
142	#4 Hose, compressor to air governor	New Flyer	295275	295275	15552
143	Fitting, Ping tank Straight	Titan	SS-2404L-08-08	NA	N/A
144	Tube Assy, hydraulic pump (replace as necessary)	New Flyer	324940	324940	27003
145	Fuse holder & Fuse for "R" terminal	AC Delco	PT189	NA	12776
146	Zip-ties, TLSE Hi Temp	Panduit	PLT1.5M-C71	NA	N/A
147	Hose, Pwr Steering, FC510-10 FL 28.0	New Flyer	324944	324944	63164
148	Cat Temp Sensor #1 Connector	Framatome	54200261	NA	N/A
149	Terminal Pins, Gold Plated	Framatome	54001803	NA	N/A
150	Cat Temp Sensor #2 Connector	Framatome	54200206	NA	N/A
151	Coolant sensor Connector	Cummins	12110293	NA	N/A
152	Lock Clip, Sensor connector	Cummins	12052845	NA	N/A
153	Connector Rubber seal	Cummins	963530-1	NA	N/A
154	Reducing coupler, 3/4" NPT-1/2" NPT	Parker	3/4" x 1/2" FF-SS	NA	N/A
155	Fitting, Male #16 x 3/4" NPT 37° Flare	Parker	12-1 FTX-SS	NA	N/A
156	45° Fitting, #16 x 3/4" NPT 37° Flare	Parker	16-3/4 VTX-SS	NA	N/A
157	45° 3/4" Air Line to 1/2" NPT	Parker	VS279NTA-12-8	NA	N/A
158	Beaded Hose Barb 179HB-16-MI27	Parker	179HB-16-MI27	NA	N/A
159	IPD ALOK UNION FITTING	Parker	10SC10-316	NA	N/A
160	ALOK UNION	Parker	12SC12-316	NA	N/A
161	IPD ALOK FITTING UNION	Parker	16SC16-316	NA	N/A
162	20SC20-316	Parker	20SC20-316	NA	N/A
163	JIC 37° Flare swivel/45° Elbow 1-5/16-12	Parker	13793N-16-16	NA	3818
164	Fitting, Ping tank 45 degrees	Parker	8-8 VTX	NA	N/A
165	JIC 37° Inverted Flare swivel, #16 female 1-5/16-12	Aeroquip	63-190600-16	NA	3800
166	Hose, Silicone elbow 1.0 dia. (Air Comp intake)	New Flyer	322542	322542	29314
167	Valve, brass ball 3/8" shutoff (400 psi water cooling)	New Flyer	6341693	6341693	20244
168	#16 Stainless Steel braided, Teflon Hose	Eaton	SC316-16	NA	N/A
169	Cord Grips, bulkhead (Strain relief) (4 AWG cable)	McMaster-Carr	73110K23	N/A	
170	Connector, 2-pin male weather pack				
171	Pins (Male), weather pack for 18 gauge wire				
172	Seals, weather pack (green) for 18 gauge wire				
173	Connector, weather pack 2-pin female				
174	Pins, female, for 18 gauge wire				
175	Capacitor, 2200uF, 35V, 35°C				
176	Terminal, ring (Red) w/ 1/4" hole				
177	Terminal, ring (Red) w/ 5/32" hole				
178	Terminal, ring (4 gauge) w/ 3/8" hole				
179	Terminal, ring (4 gauge) w/ 1/4" hole				

Appendix B - Engine Repower Kit Parts List

Fabricated Parts						
OCTA Item #	Item Description	Mfg	Mfg Part #	New Flyer Part #	OCTA Part #	Qty per Kit
180	Air Drier Purge Tank Bracket	Fabricated	Drawing #1	NA	N/A	1
181	Hydraulic Pipe bracket on engine	Fabricated	Drawing #2	NA	N/A	1
182	Muffler, top bracket	Fabricated	Drawing #3	NA	N/A	1
183	Muffler Pipe, Top cover	Fabricated	Drawing #4	NA	N/A	1
184	Coolant fill hose bracket	Fabricated	Drawing #5	NA	N/A	1
185	CrankCase Filter Mount (A)	Fabricated	Drawing #6	NA	N/A	1
186	CrankCase Filter Mount (B)	Fabricated	Drawing #7	NA	N/A	1
187	Air Compressor Intake Pipe Bracket	Fabricated	Drawing #8	NA	N/A	1
188	Air Dryer Spacers	Fabricated	Drawing #9	NA	N/A	2
189	Catalytic Converter Rear Vent Assy (pieces 1 & 2)	Fabricated	Drawing #10A	NA	N/A	2
	Catalytic Converter Rear Vent Assy (piece 3)	Fabricated	Drawing #10B	NA	N/A	1
	Catalytic Converter Rear Vent Assy (piece 4)	Fabricated	Drawing #10C	NA	N/A	1
190	Catalytic Converter Compartment Upper S/S Vent Assy	Fabricated	Drawing #11	NA	N/A	1
191	Insulator Frame 23.5"x8" (Galvanized)	Fabricated	Drawing #12	NA	N/A	1
192	Insulator Frame 18"x17" (Galvanized)	Fabricated	Drawing #13	NA	N/A	1
193	Insulator Frame 43"x11.75" (Galvanized)	Fabricated	Drawing #14	NA	N/A	1

4

3

2

1

D

D

C

C

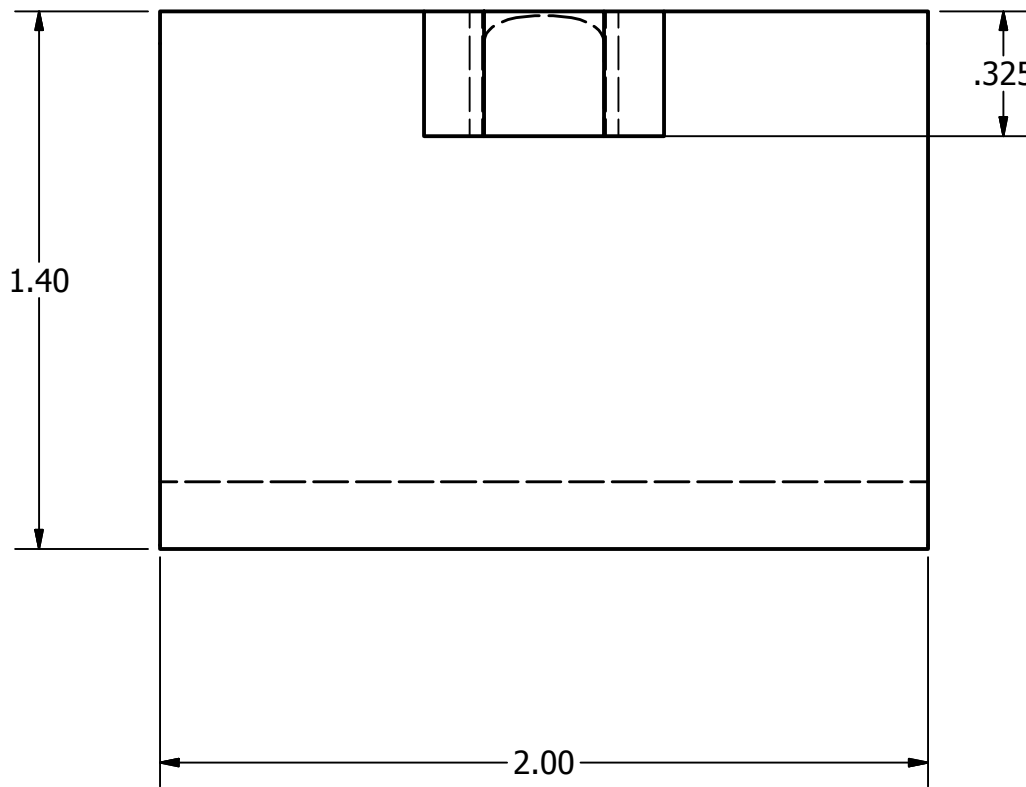
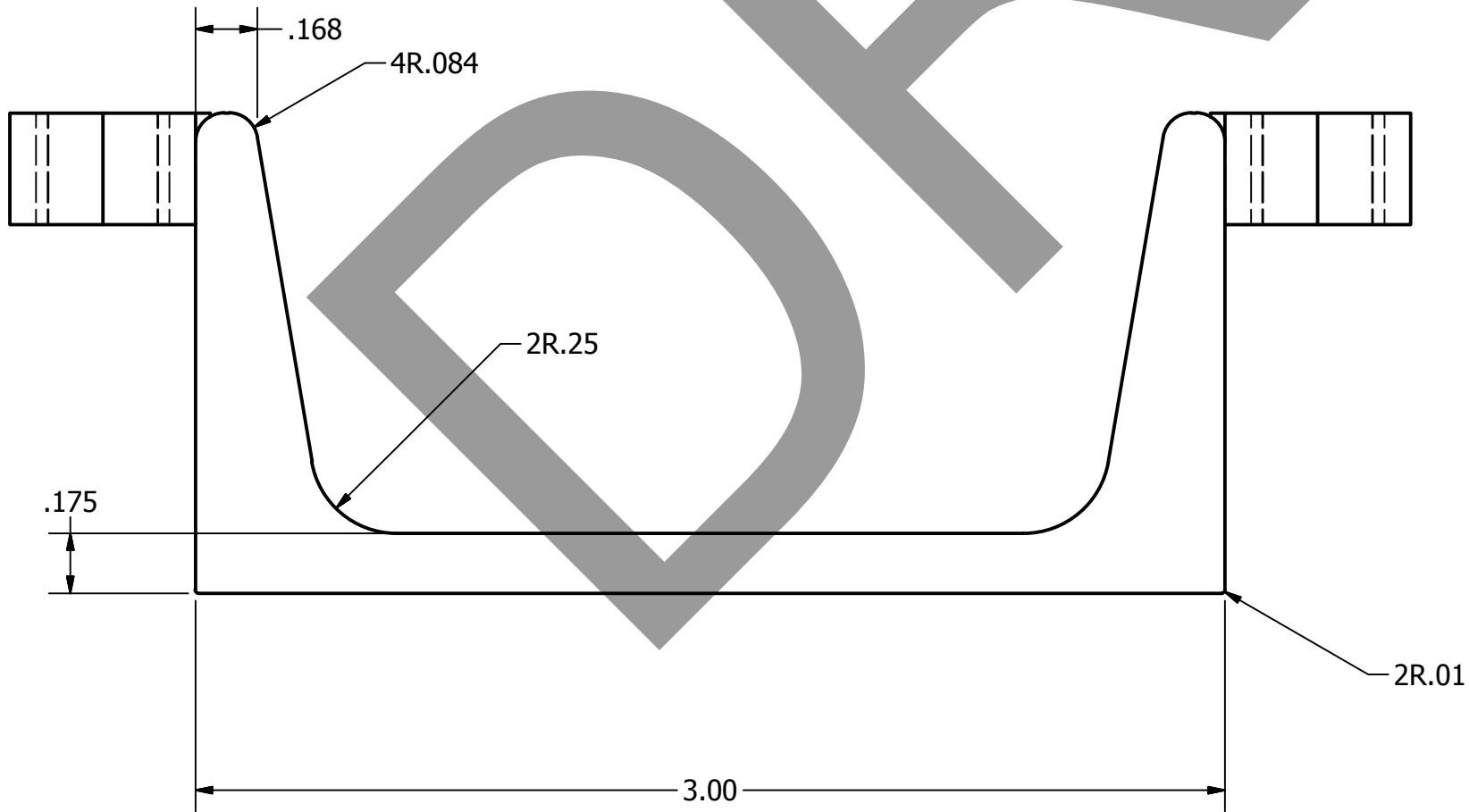
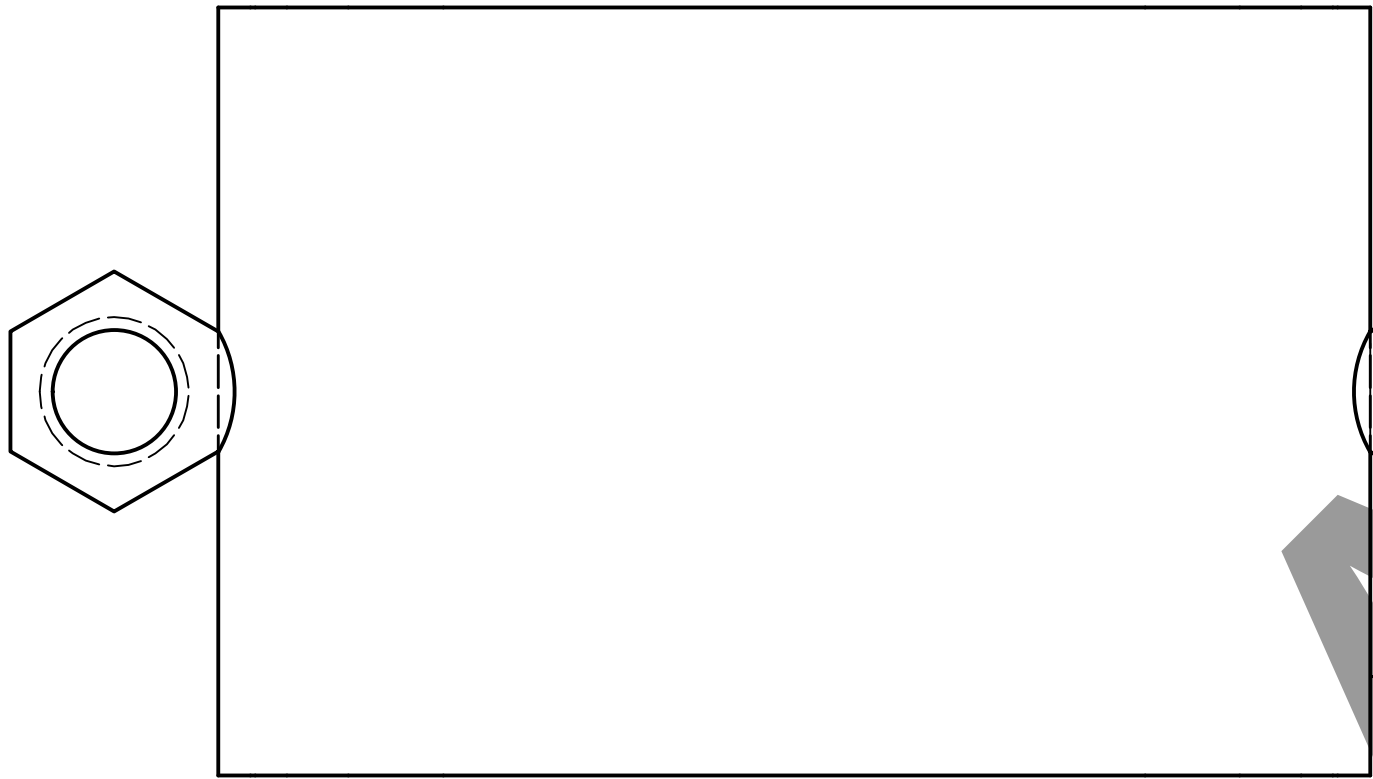
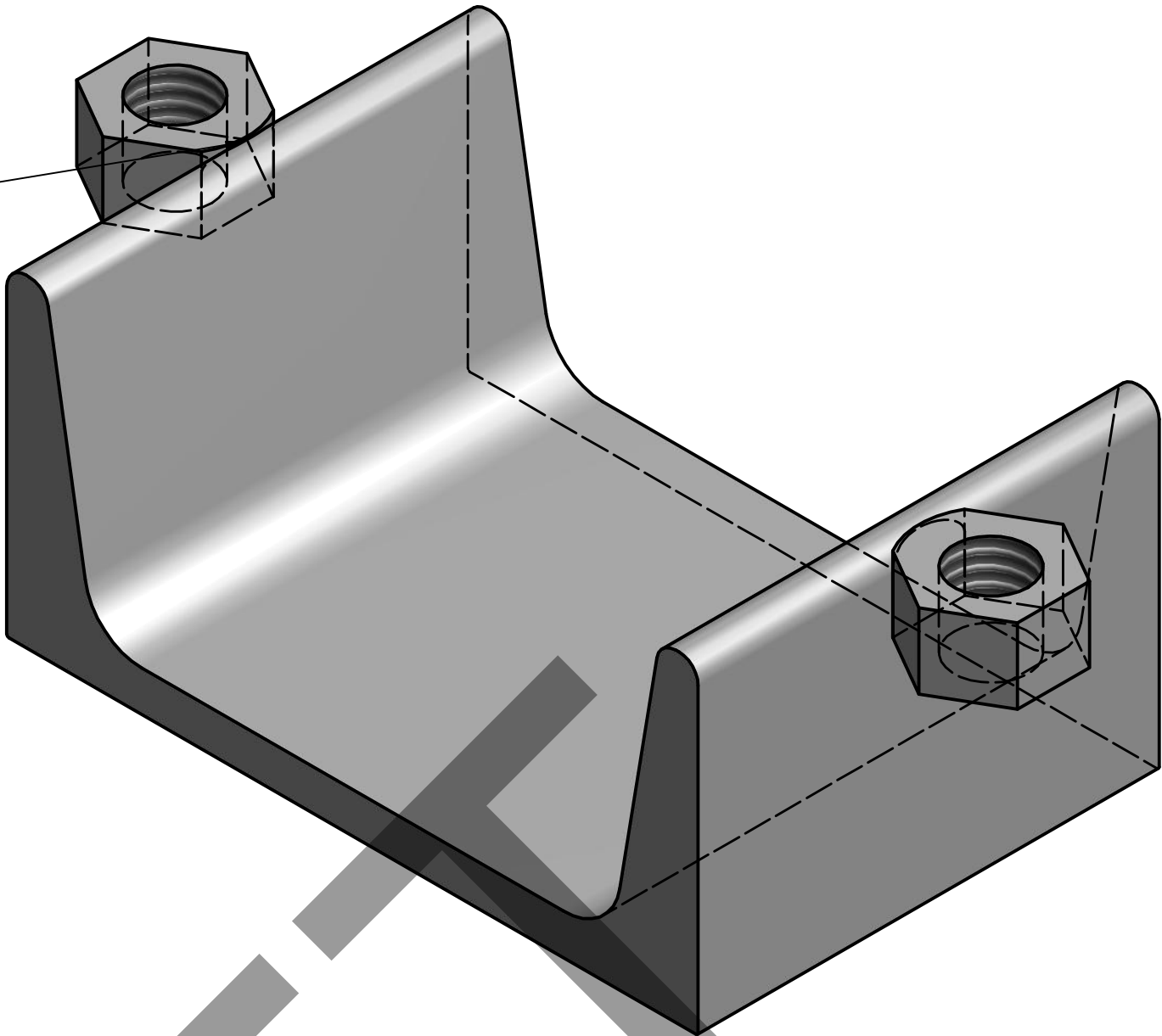
B

B

A

A

NUT WELDED
TO MOUNT

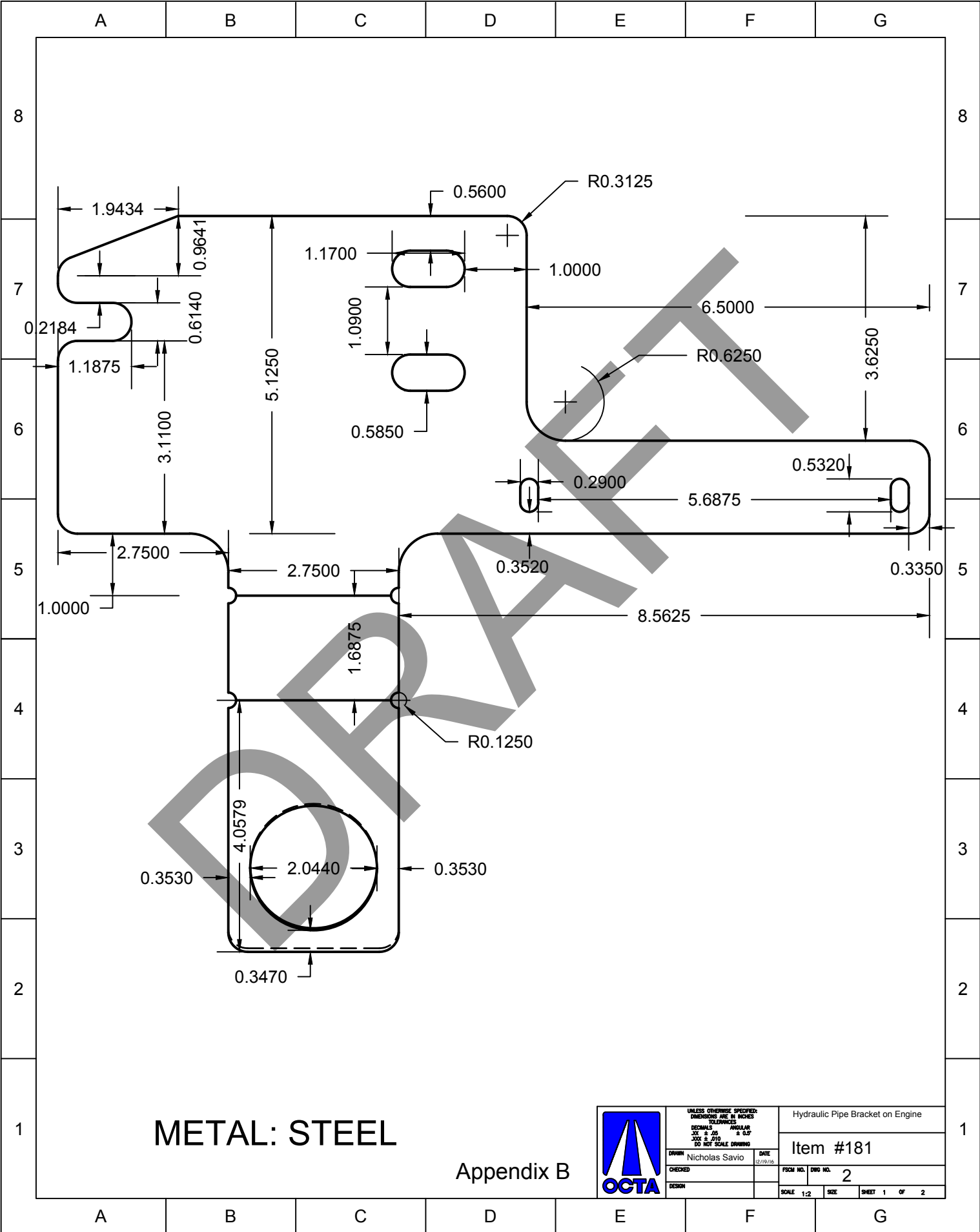


2R.01

Appendix B



Unless Otherwise Specified: Dimensions are in Inches Tolerances Decimals Tolerances .XX ± .05 ± 0.5" .XXX ±.010 -		TITLE EXTERNAL MOUNT FOR AIR DRYER PURGE TANK		
		ITEM NUMBER 180		
		PSCM NO.	DWG NO. 1	
DRAWN NICHOLAS SAVIO	DATE 1/3/17			
CHECKED				
DESIGN		SCALE 1:1	SIZE	SHEET 1 OF 1

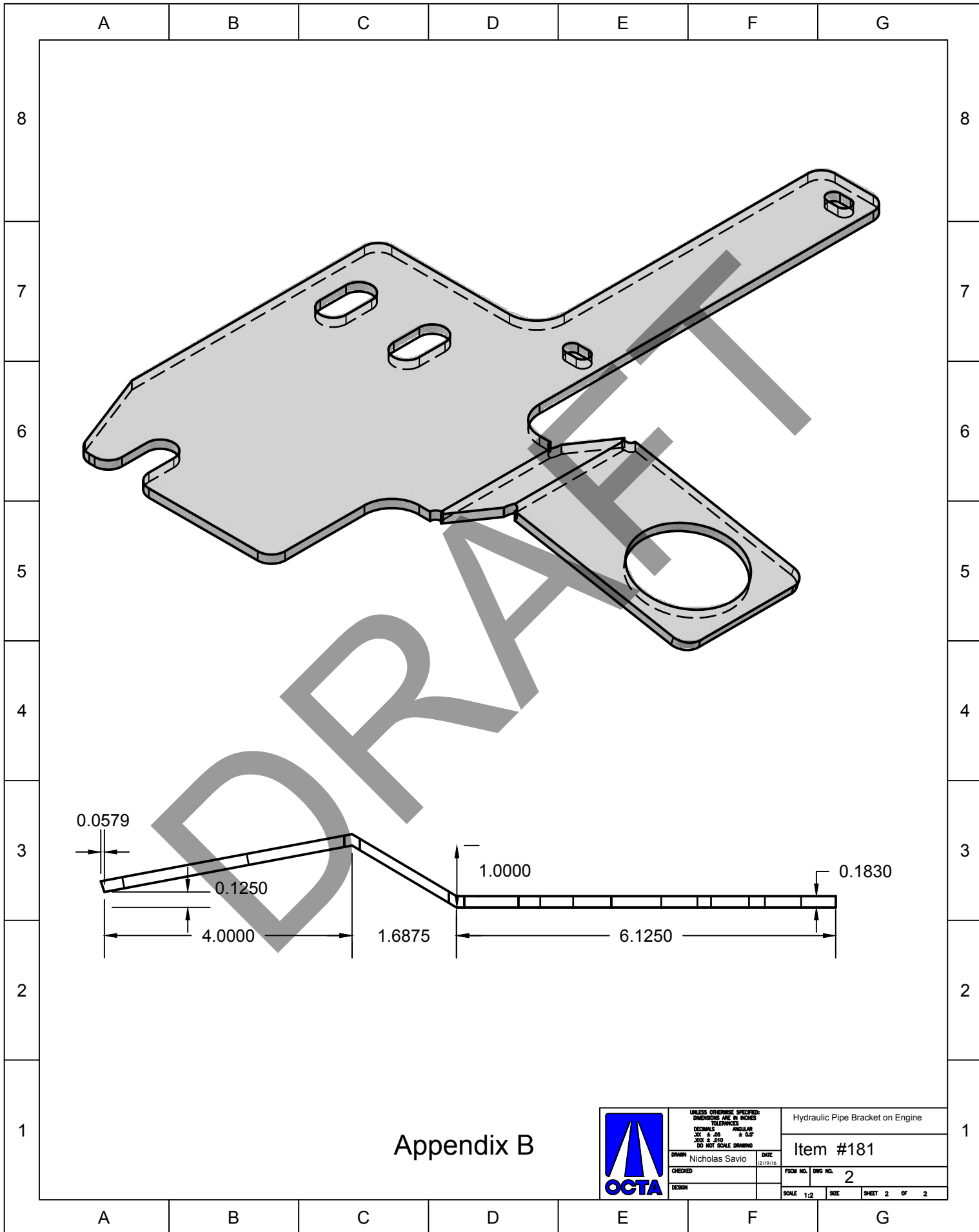


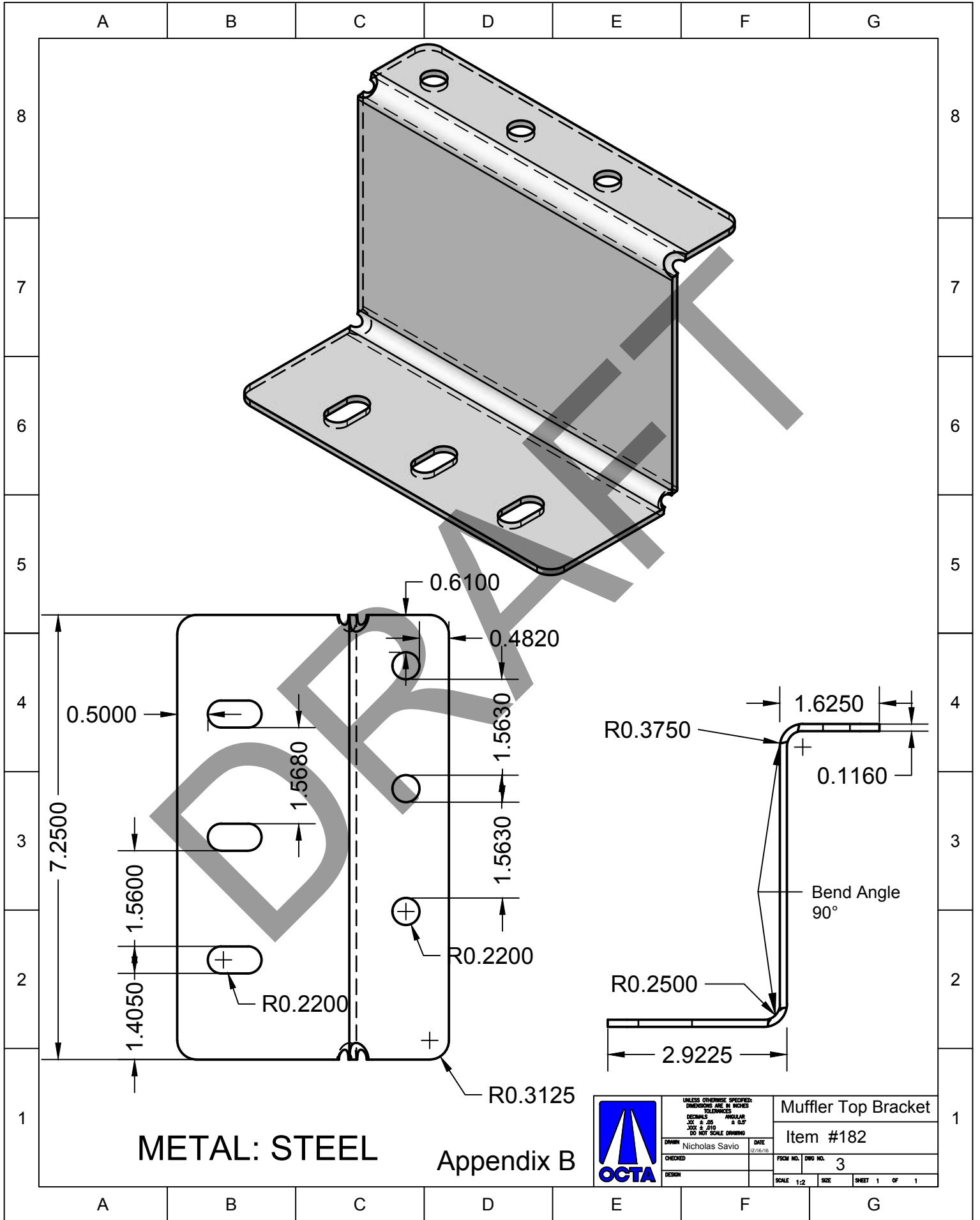
METAL: STEEL

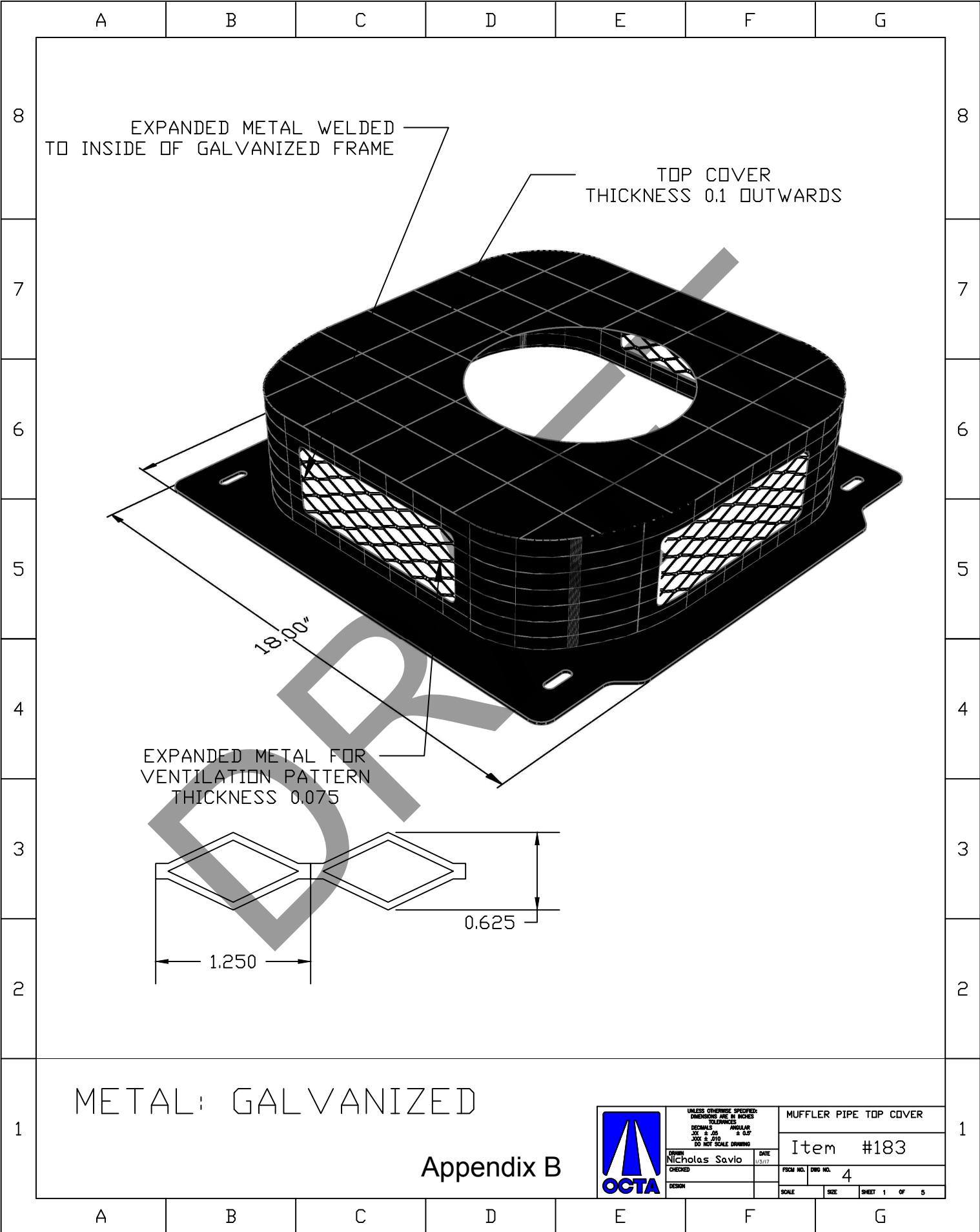
Appendix B

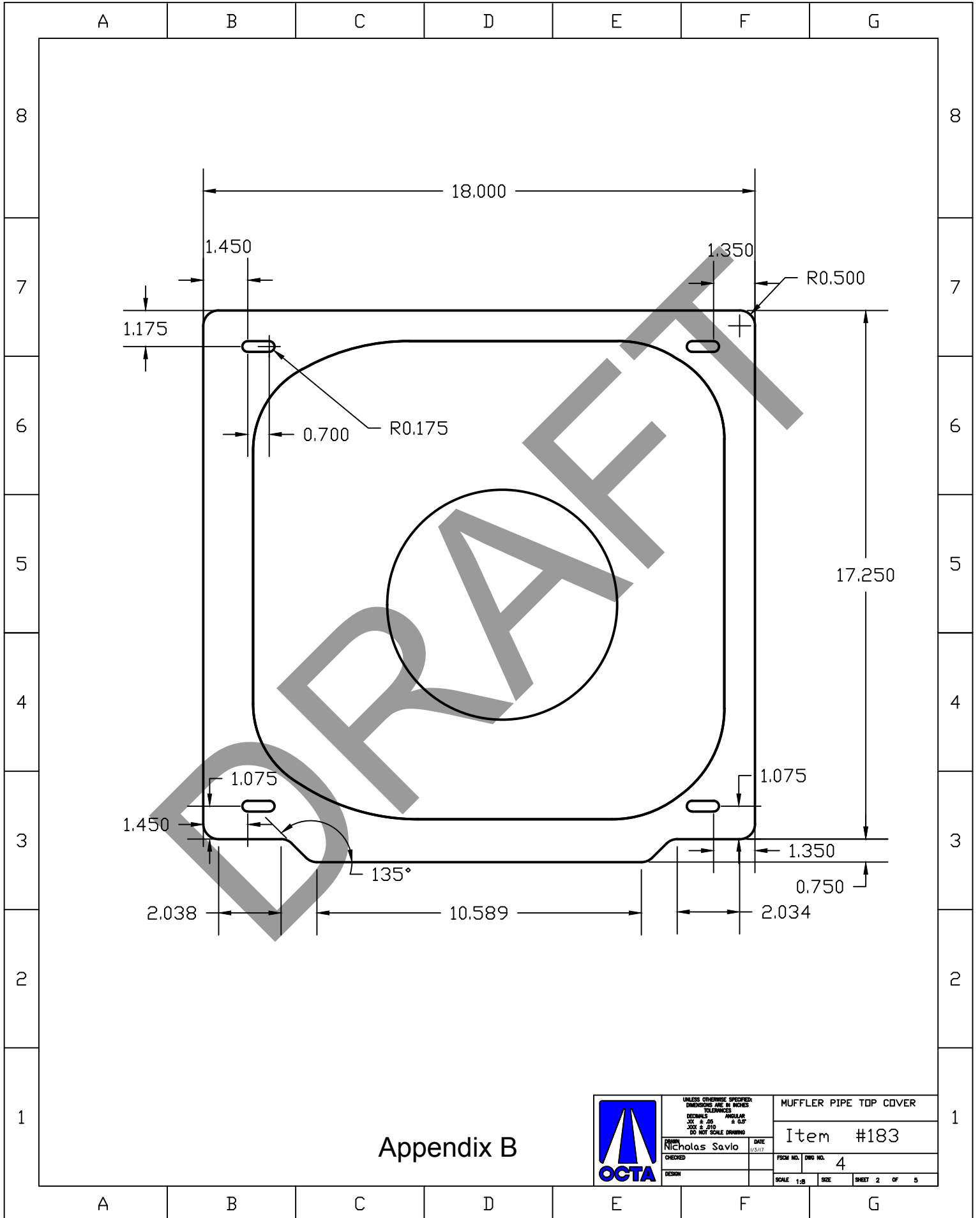



UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES TOLERANCES		Hydraulic Pipe Bracket on Engine	
DECIMALS	ANGULAR	Item #181	
.XX & .XX	XXX & .010	FORM NO.	DWG NO.
DO NOT SCALE DRAWING			2
DRAWN	Nicholas Savio	DATE	12/19/16
CHECKED		SCALE	1:2
DESIGN		SHEET	1 OF 2

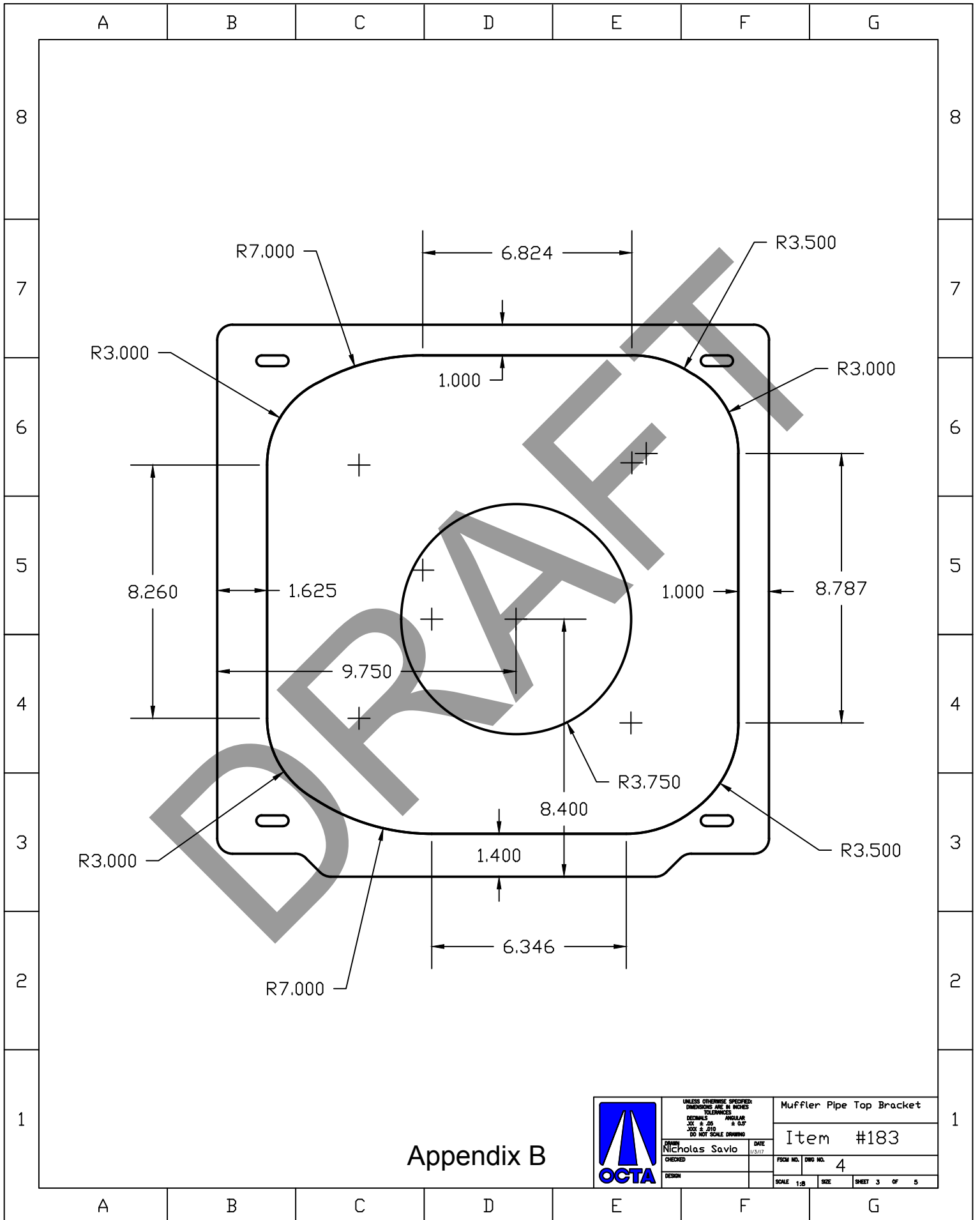






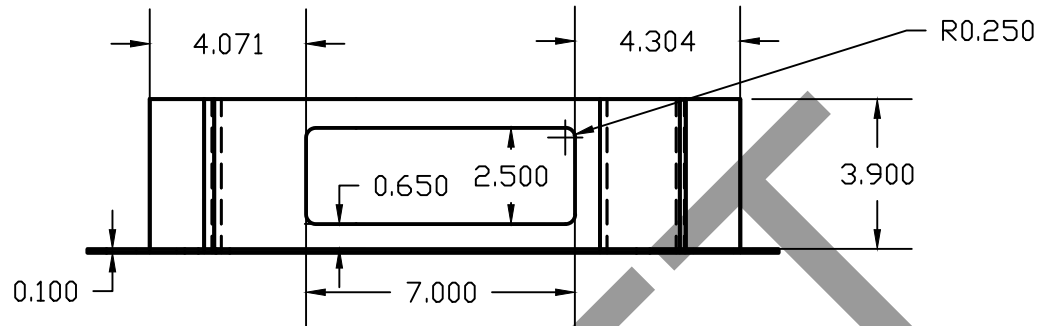


	UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES TOLERANCES DECIMALS ANGULAR .XX & .XX .XX & .XX XXX & .XX DO NOT SCALE DRAWING		MUFFLER PIPE TOP COVER	
	DRAWN Nicholas Savio		DATE 1/3/17	
	CHECKED		ITEM #183	
	DESIGN		FORM NO. 4 SCALE 1:8 SIZE SHEET 2 OF 5	

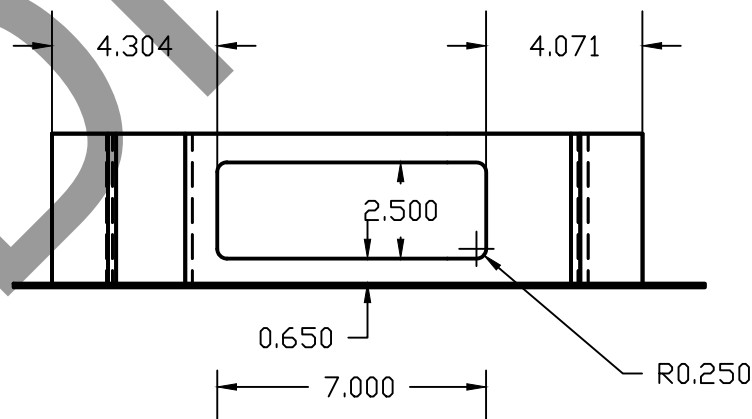


Appendix B


FRONT VIEW



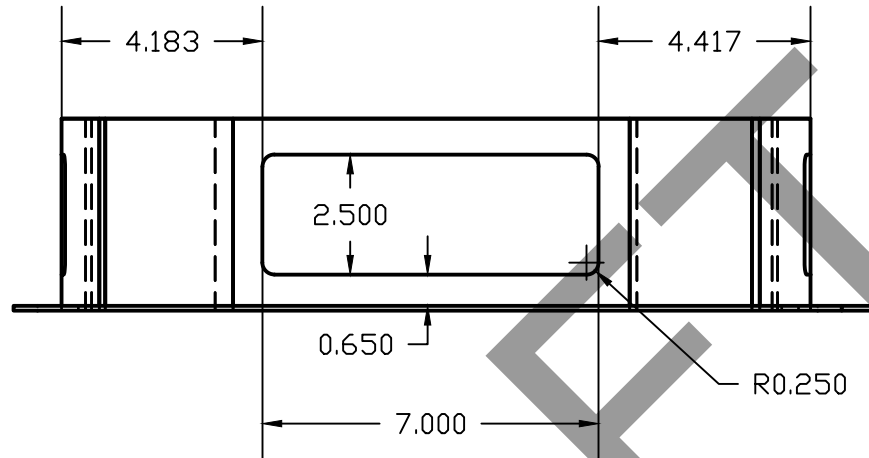
BACK VIEW



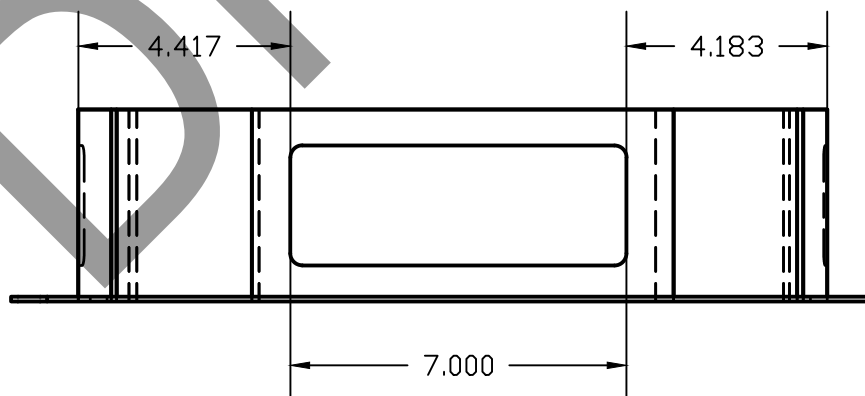
Appendix B

	<small>UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES TOLERANCES</small>		MUFFLER PIPE TOP COVER	
	<small>DECIMALS .005 .010 .015 .020 .030 .040 .050 .060 .070 .080 .090 .100 .125 .150 .175 .200 .250 .300 .375 .500 .625 .750 .875 1.000 1.250 1.500 1.750 2.000 2.500 3.000 3.750 4.000 4.500 5.000 5.500 6.000 6.500 7.000 7.500 8.000 8.500 9.000 9.500 10.000</small>		Item #183	
	<small>DESIGNED BY</small> Nicholas Savio		<small>DATE</small> 1/3/17	
	<small>CHECKED BY</small>		<small>FORM NO.</small> 4	
<small>DESIGN</small>		<small>SCALE</small> 1:8		<small>SHEET</small> 4 <small>OF</small> 5


LEFT VIEW

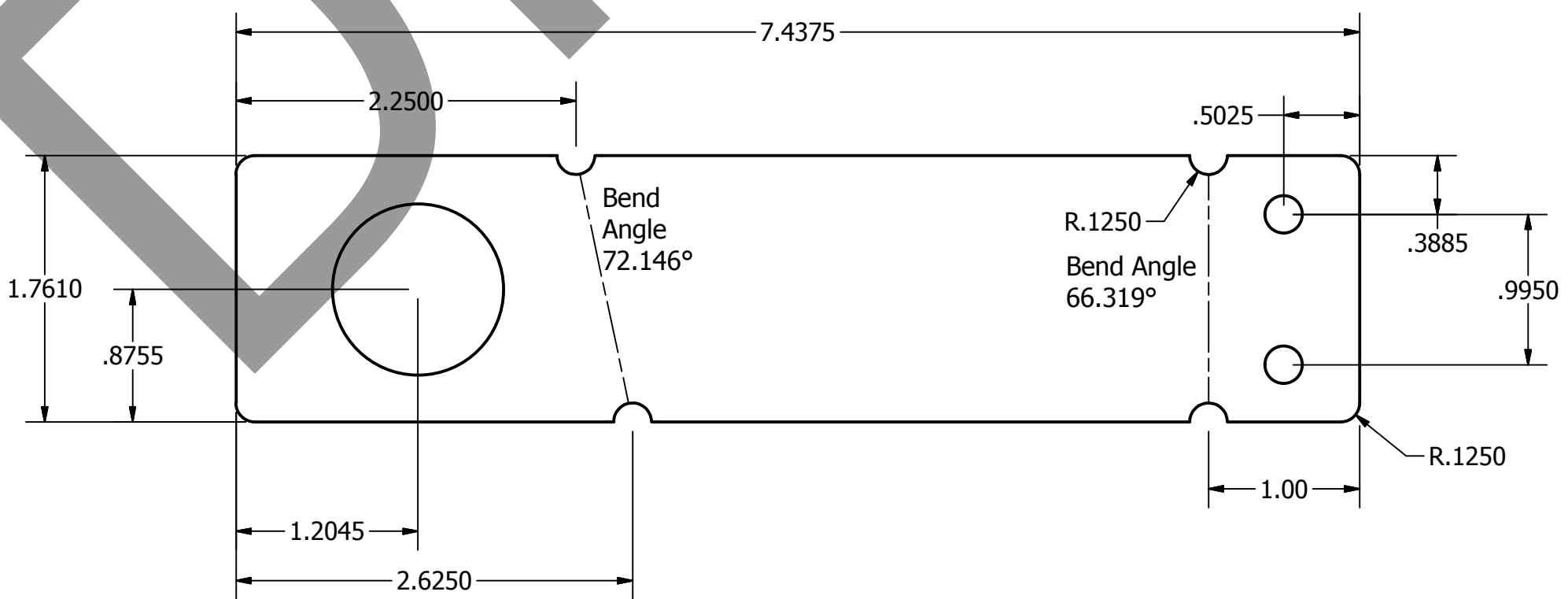
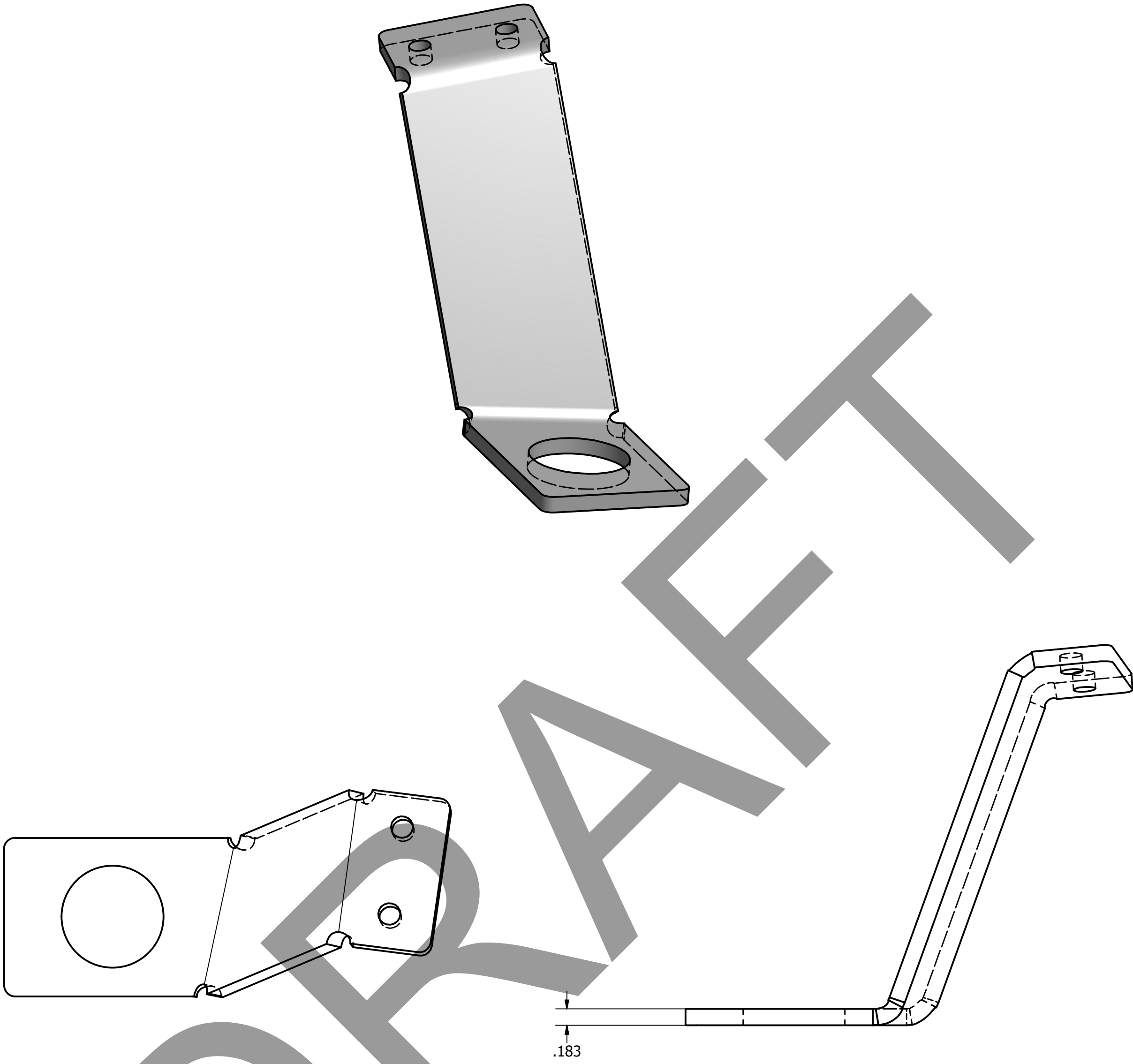


RIGHT VIEW




Appendix B

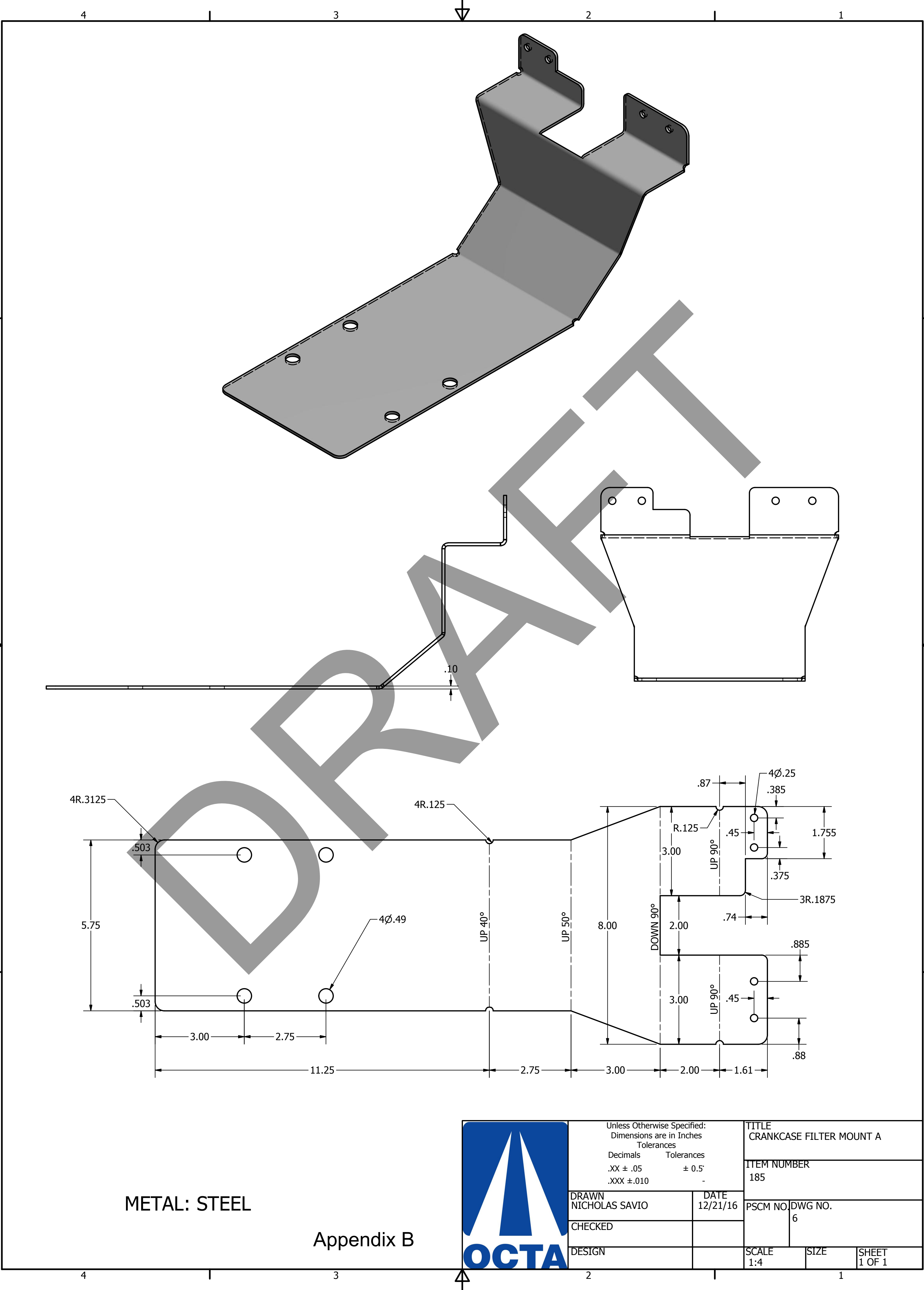
		<small>UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES TOLERANCES</small>		MUFFLER PIPE TOP COVER	
		<small>DECIMALS ANGULAR XX .X .XX .XXX & .010 DO NOT SCALE DRAWING</small>	<small>DATE</small> 1/3/17	Item #183	
<small>DRAWN</small> Nicholas Savio	<small>CHECKED</small>	<small>FORM NO.</small>	<small>DWG NO.</small> 4	<small>SCALE</small> 1:8	<small>SHEET</small> 5 <small>OF</small> 5

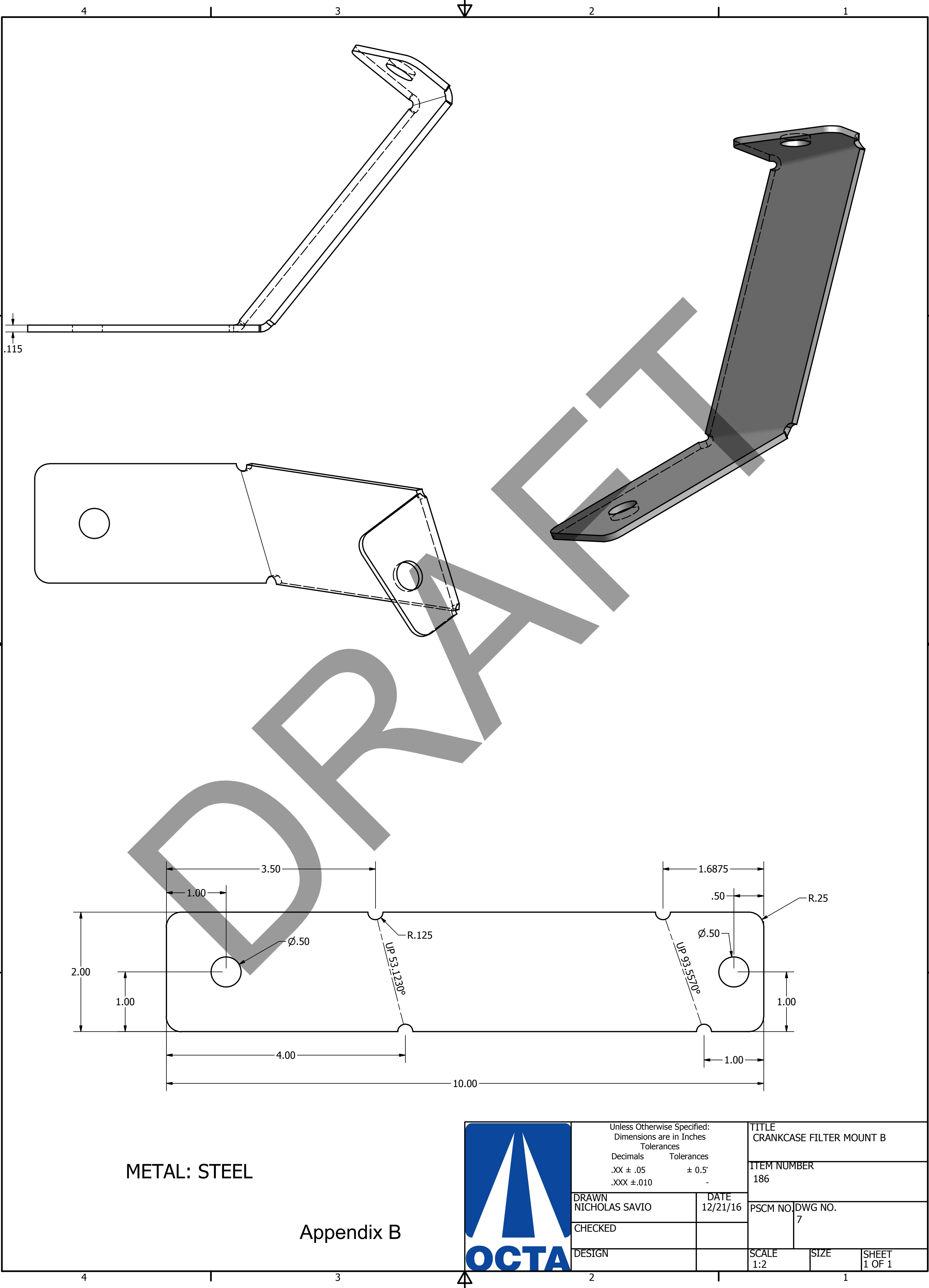


METAL: STEEL

Appendix B

	Unless Otherwise Specified: Dimensions are in Inches Tolerances		TITLE COOLANT FILL HOSE BRACKET		
	Decimals	Tolerances	ITEM NUMBER 184		
	.XX ± .05	± 0.5"	PSCM NO. DWG NO.		
	.XXX ± .010	-	5		
DRAWN NICHOLAS SAVIO		DATE 12/20/16	SCALE		
CHECKED			SIZE		
DESIGN			SHEET		
			1 of 1		



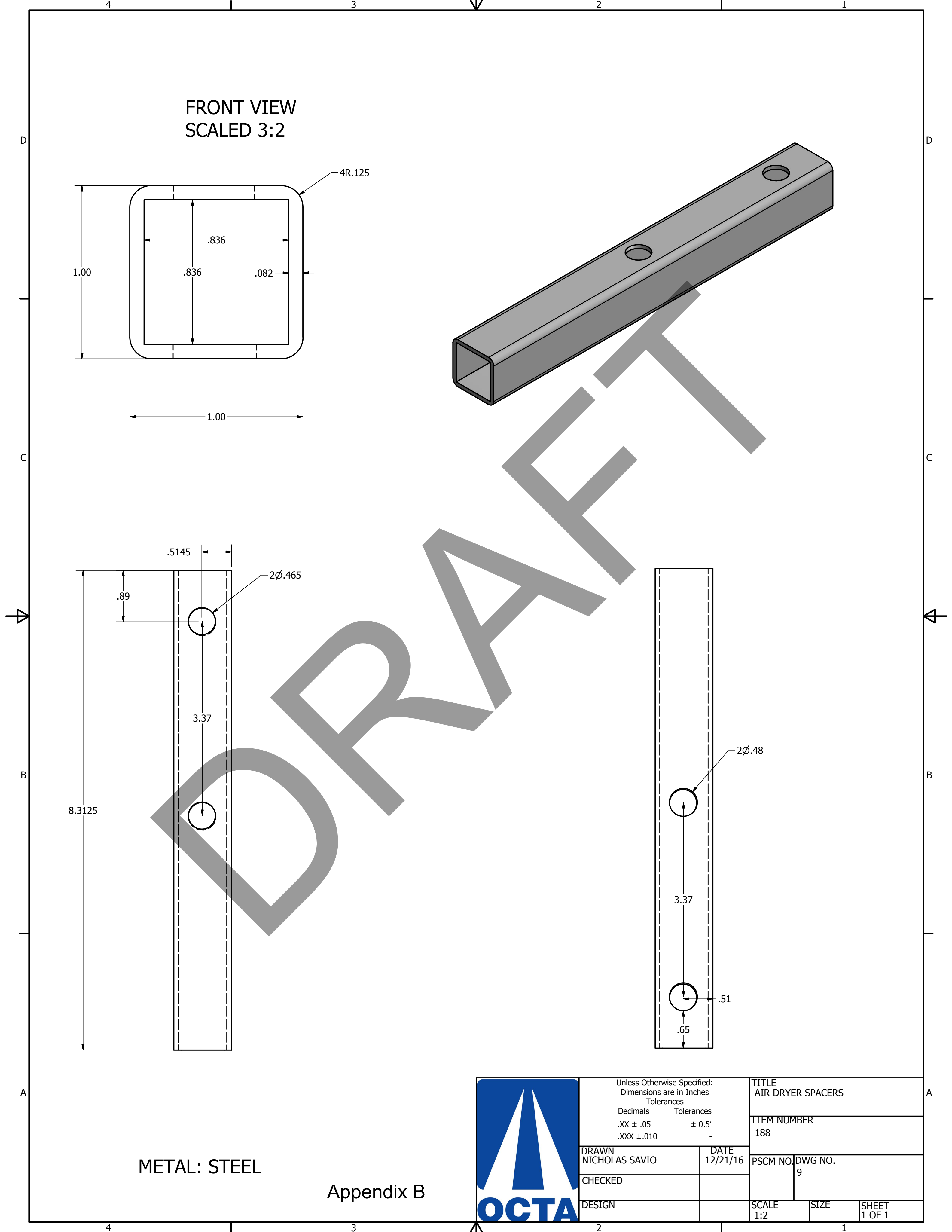


METAL: STEEL

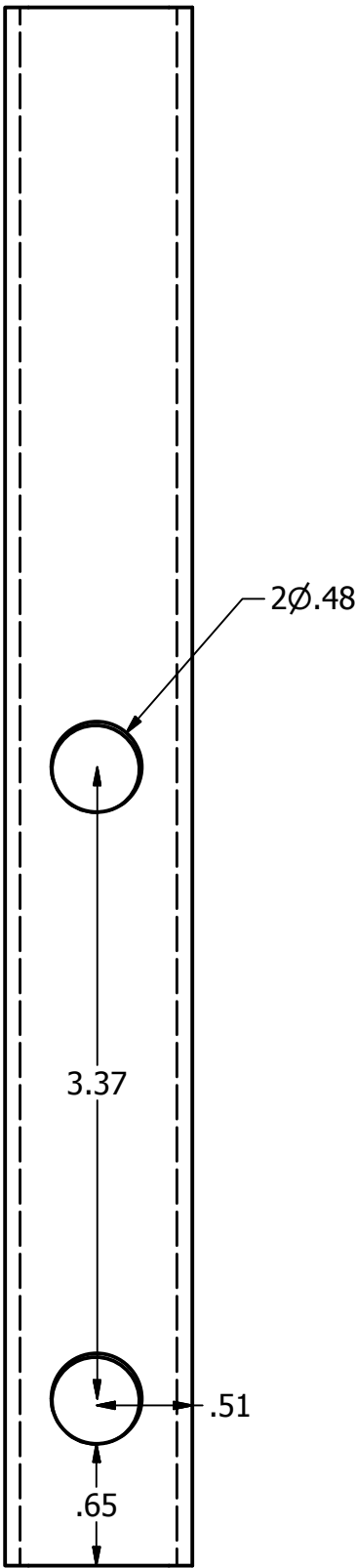
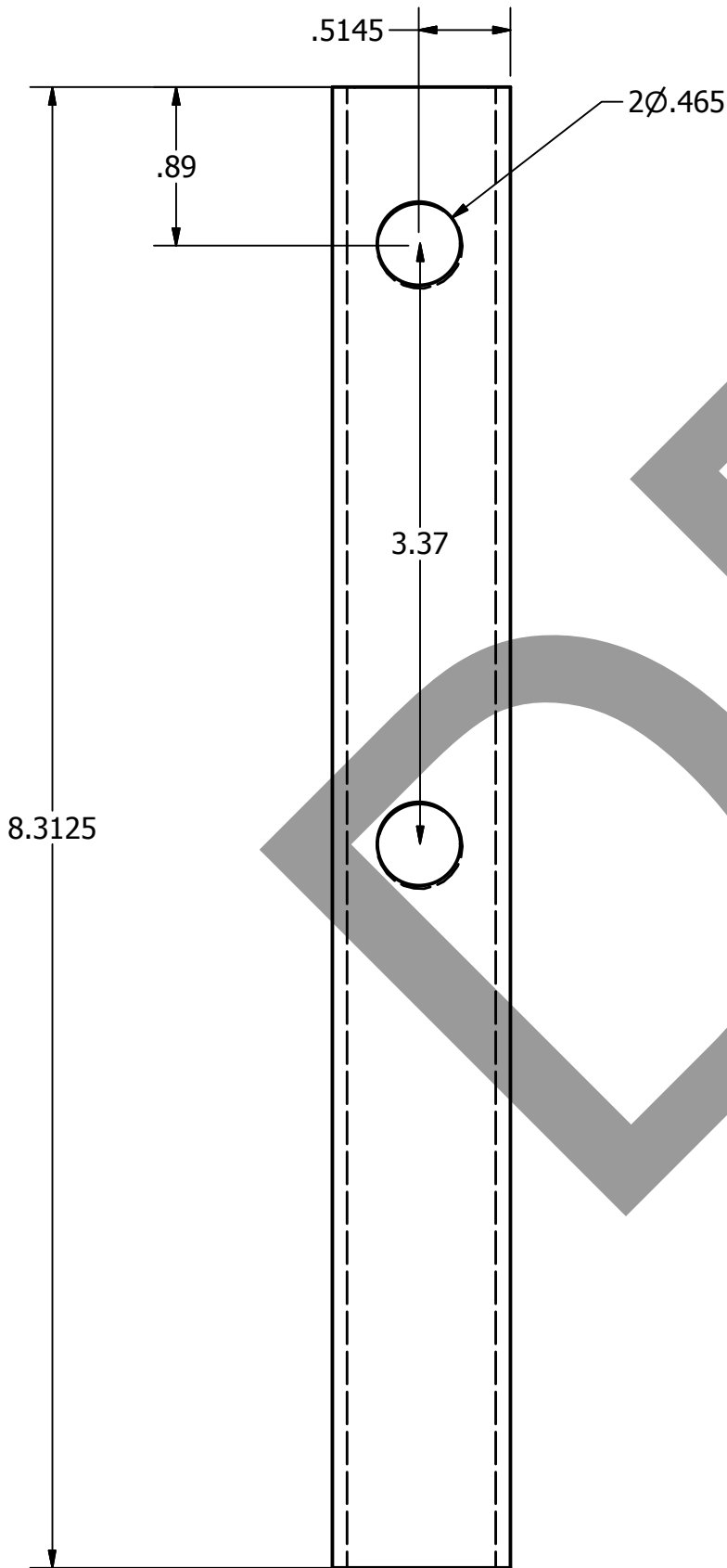
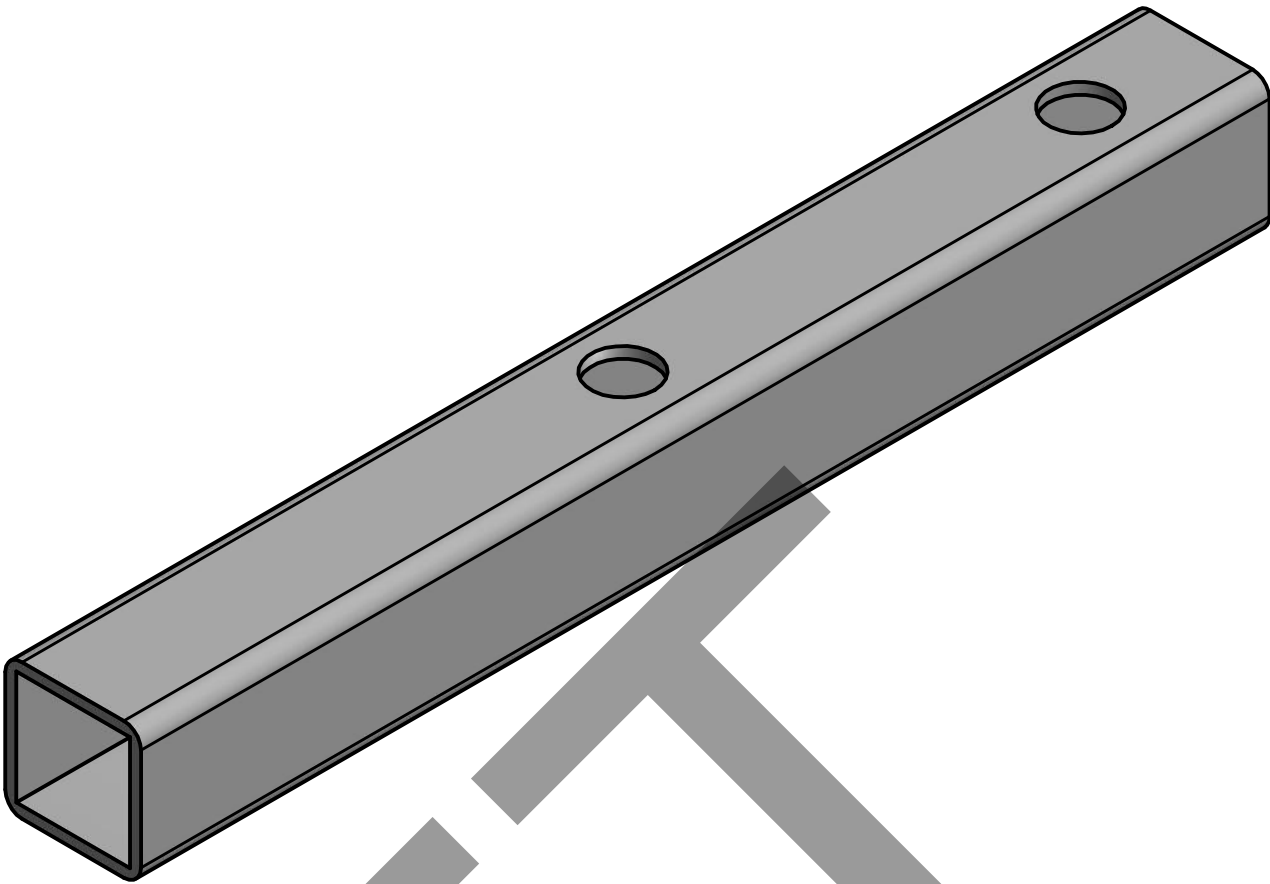
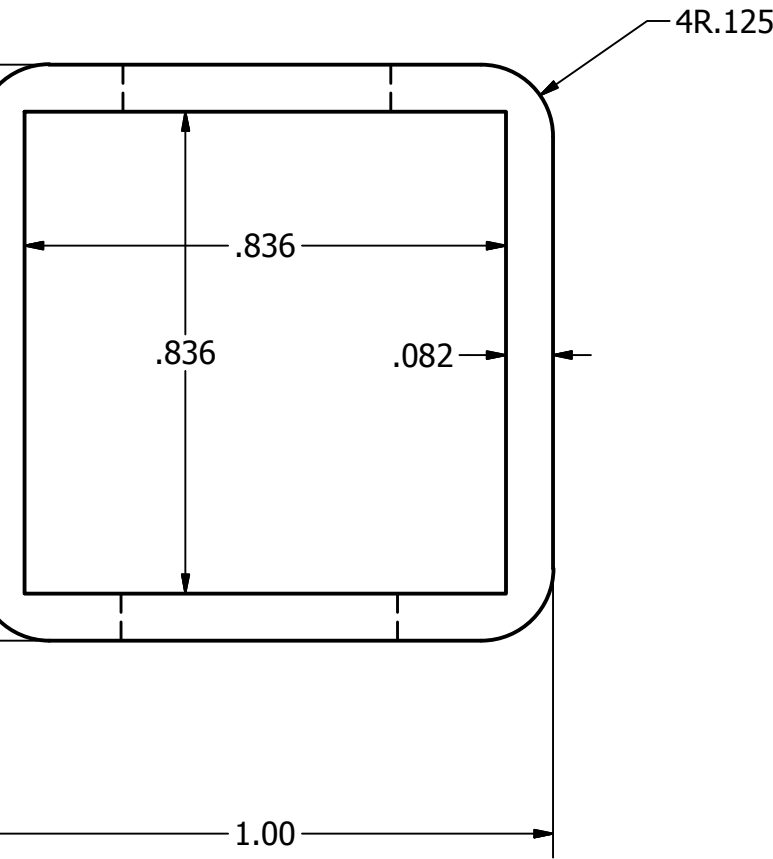
Appendix B



Unless Otherwise Specified: Dimensions are in Inches Tolerances Decimals Tolerances .XX ± .05 ± 0.5" .XXX ± .010 -		TITLE CRANKCASE FILTER MOUNT B		
		ITEM NUMBER 186		
		PSCM NO. 7		
DWG NO. 7				
DRAWN NICHOLAS SAVIO		DATE 12/21/16		
CHECKED				
DESIGN				SCALE 1:2
				SIZE
				SHEET 1 OF 1




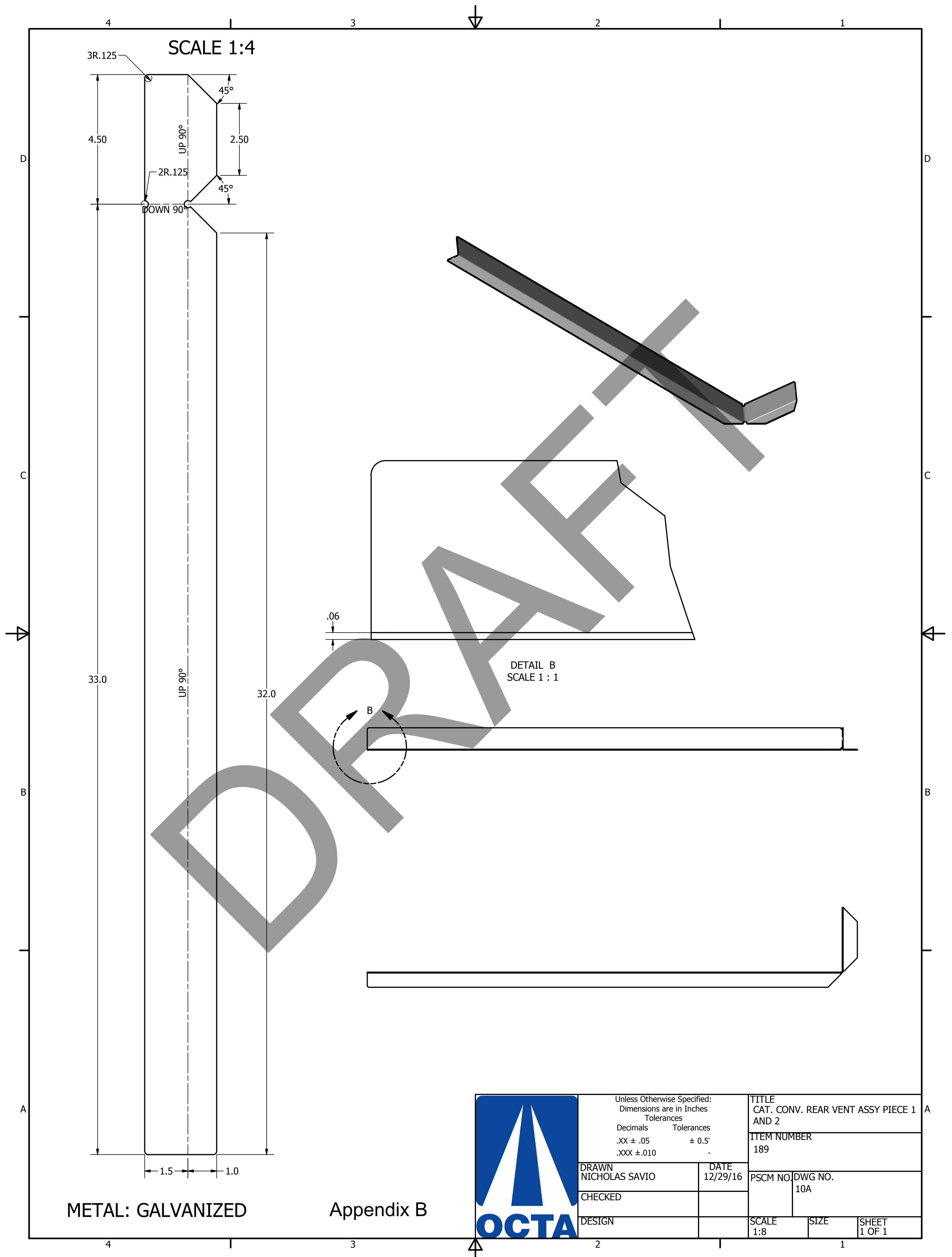
FRONT VIEW
SCALED 3:2



METAL: STEEL

Appendix B

	Unless Otherwise Specified: Dimensions are in Inches Tolerances Decimals Tolerances .XX ± .05 ± 0.5" .XXX ± .010 -		TITLE AIR DRYER SPACERS				
	DRAWN NICHOLAS SAVIO		DATE 12/21/16		ITEM NUMBER 188		
	CHECKED				PSCM NO. 9		
	DESIGN				SCALE 1:2	SIZE	SHEET 1 OF 1



A

B

C

D

E

F

G

8

8

7

7

6

6

5

5

4

4

3

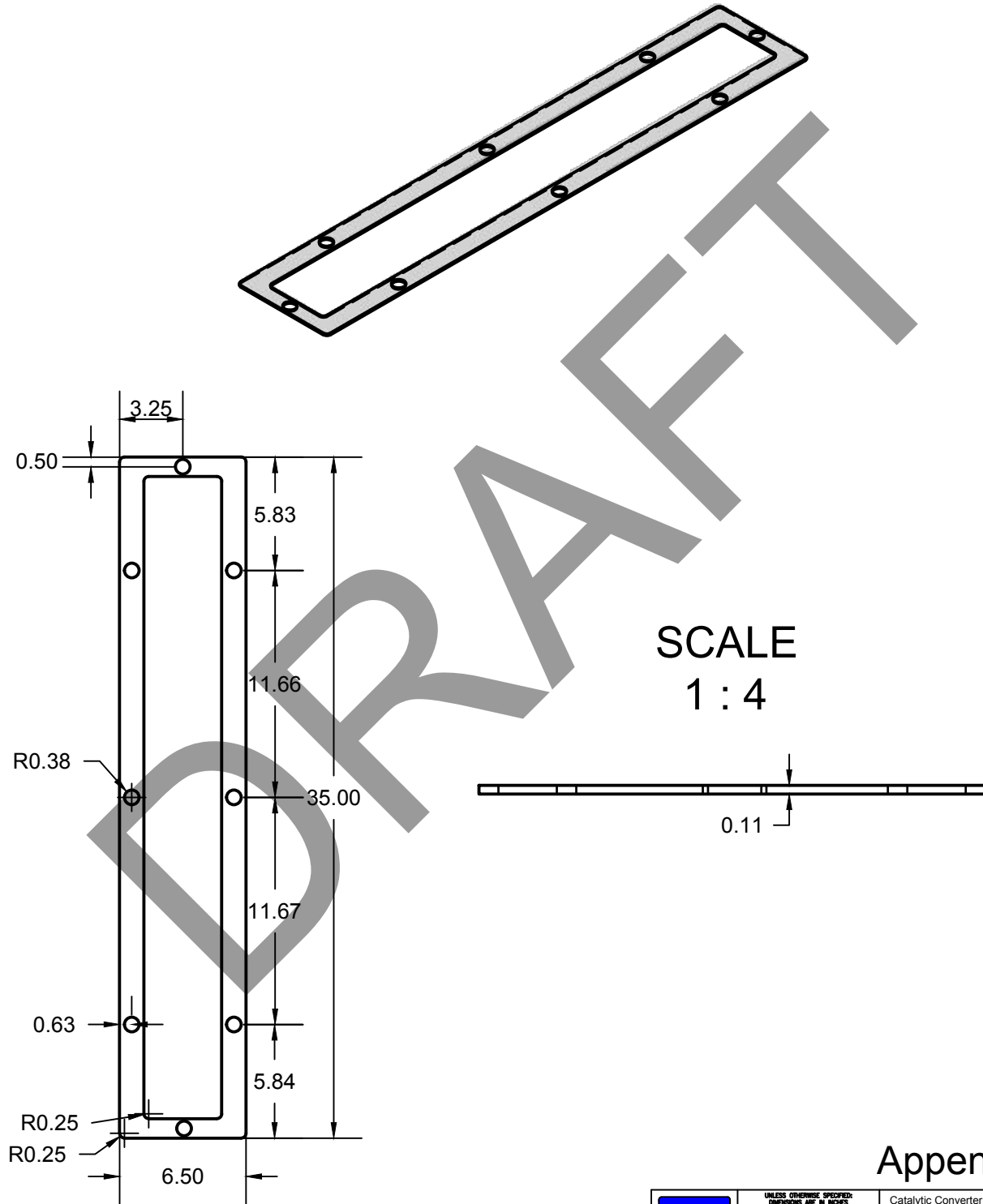
3

2

2

1


1

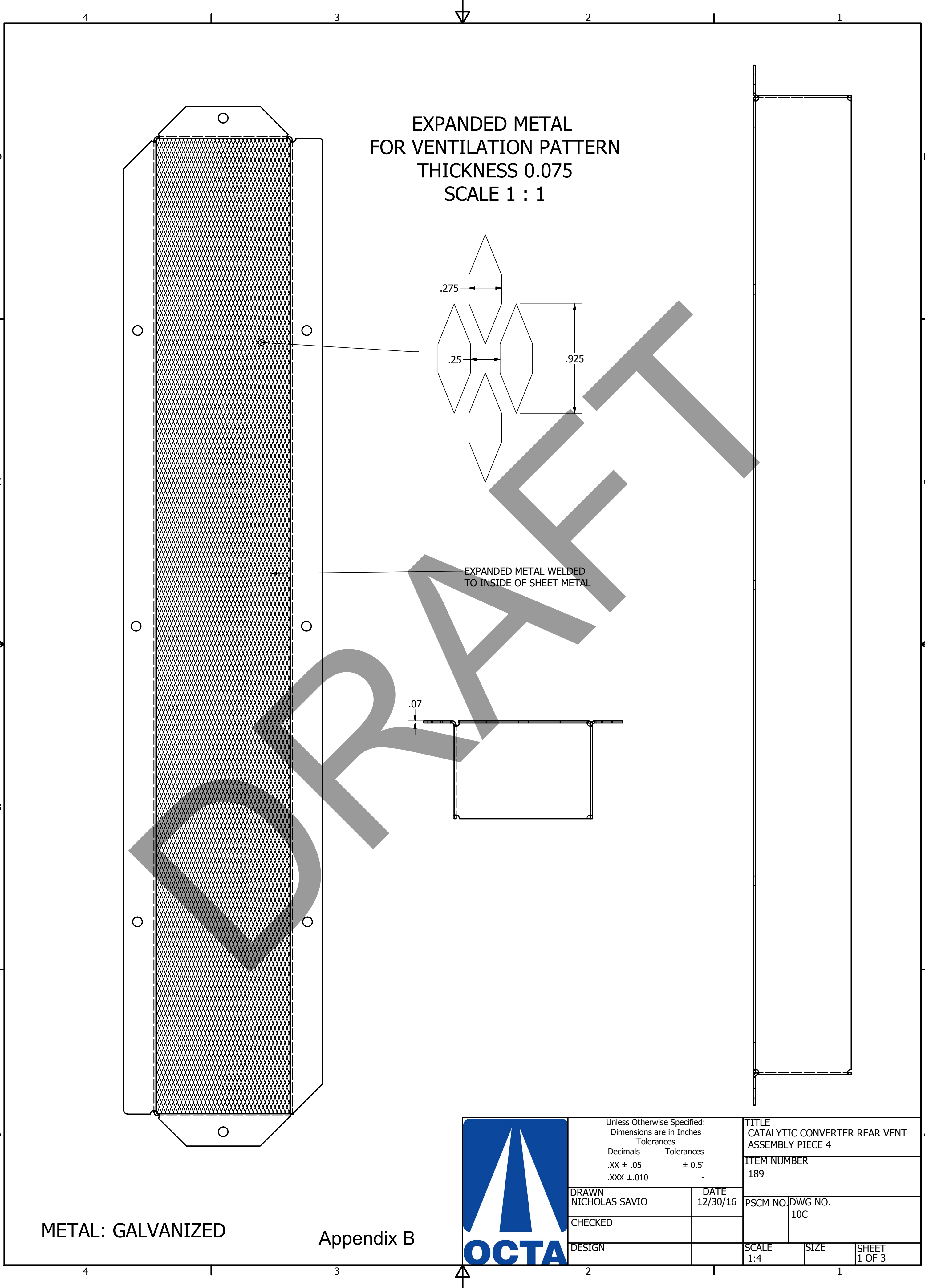


SCALE
1 : 4

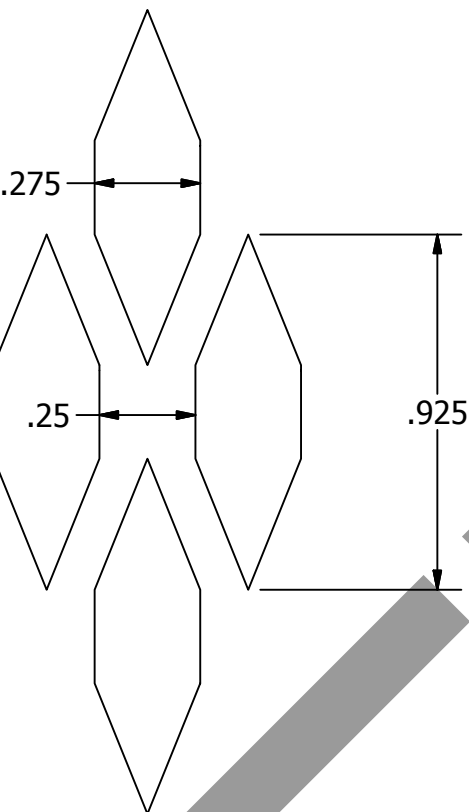
METAL: GALVANIZED

Appendix B

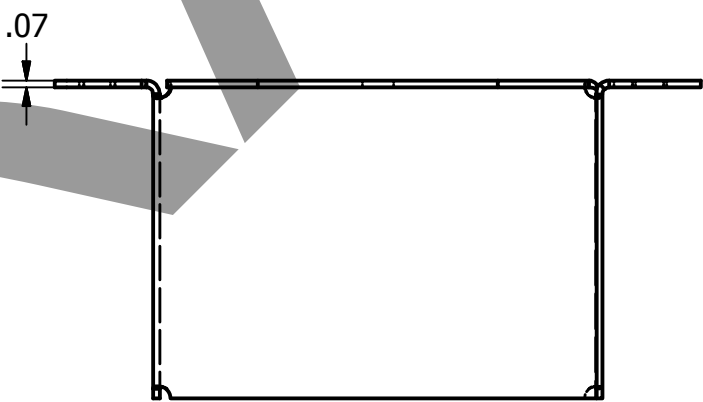
		UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES TOLERANCES DECIMALS ANGULAR .XX & .XX .XX & .XX XXX & .XX .XX & .XX DO NOT SCALE DRAWING		Catalytic Converter Rear Vent Assembly Piece 3	
		DRAWN Nicholas Savio	DATE 12/29/16	ITEM NO. 10B	ITEM #189
CHECKED		DESIGN		SCALE 1:16	SHEET 1 OF 1



EXPANDED METAL
FOR VENTILATION PATTERN
THICKNESS 0.075
SCALE 1 : 1



EXPANDED METAL WELDED
TO INSIDE OF SHEET METAL



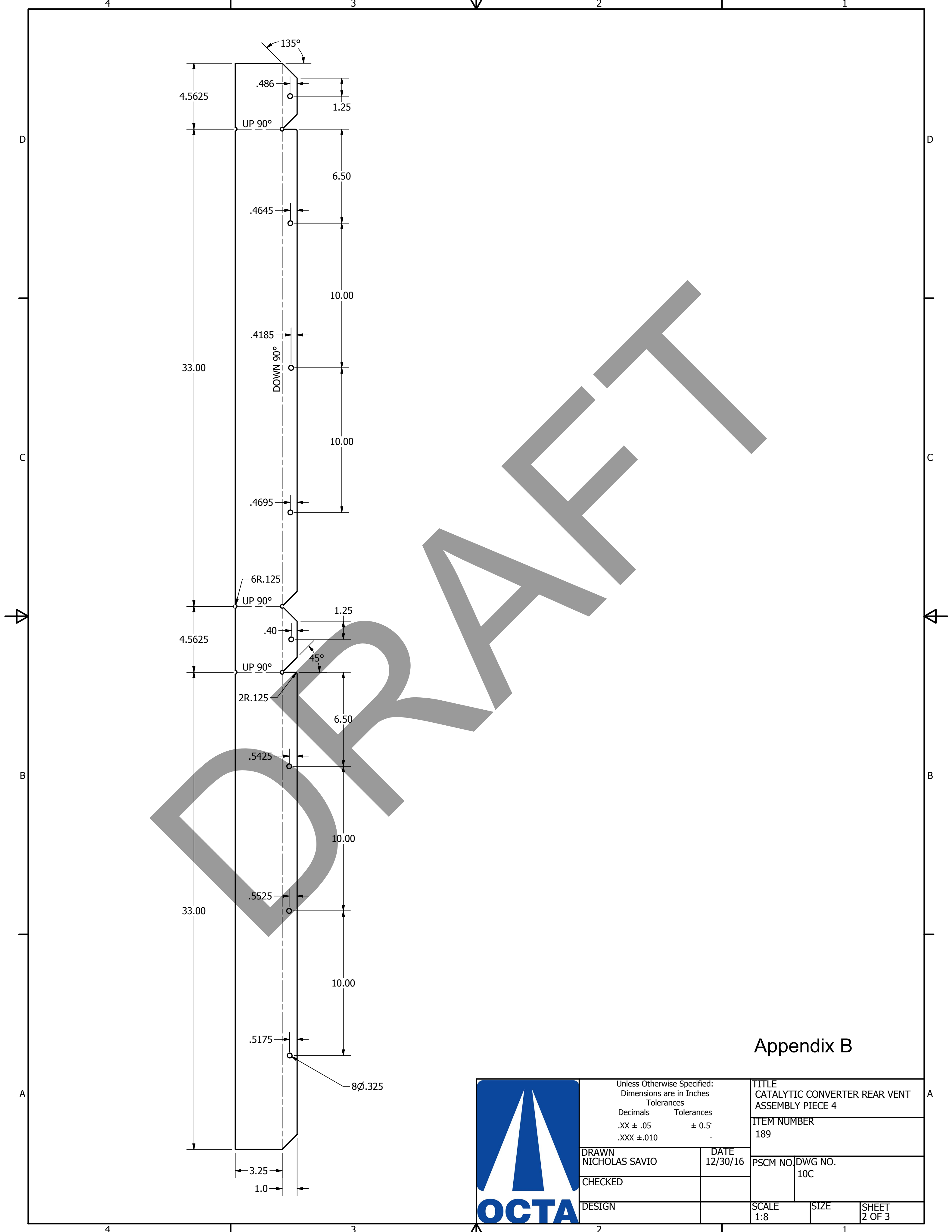
METAL: GALVANIZED

Appendix B




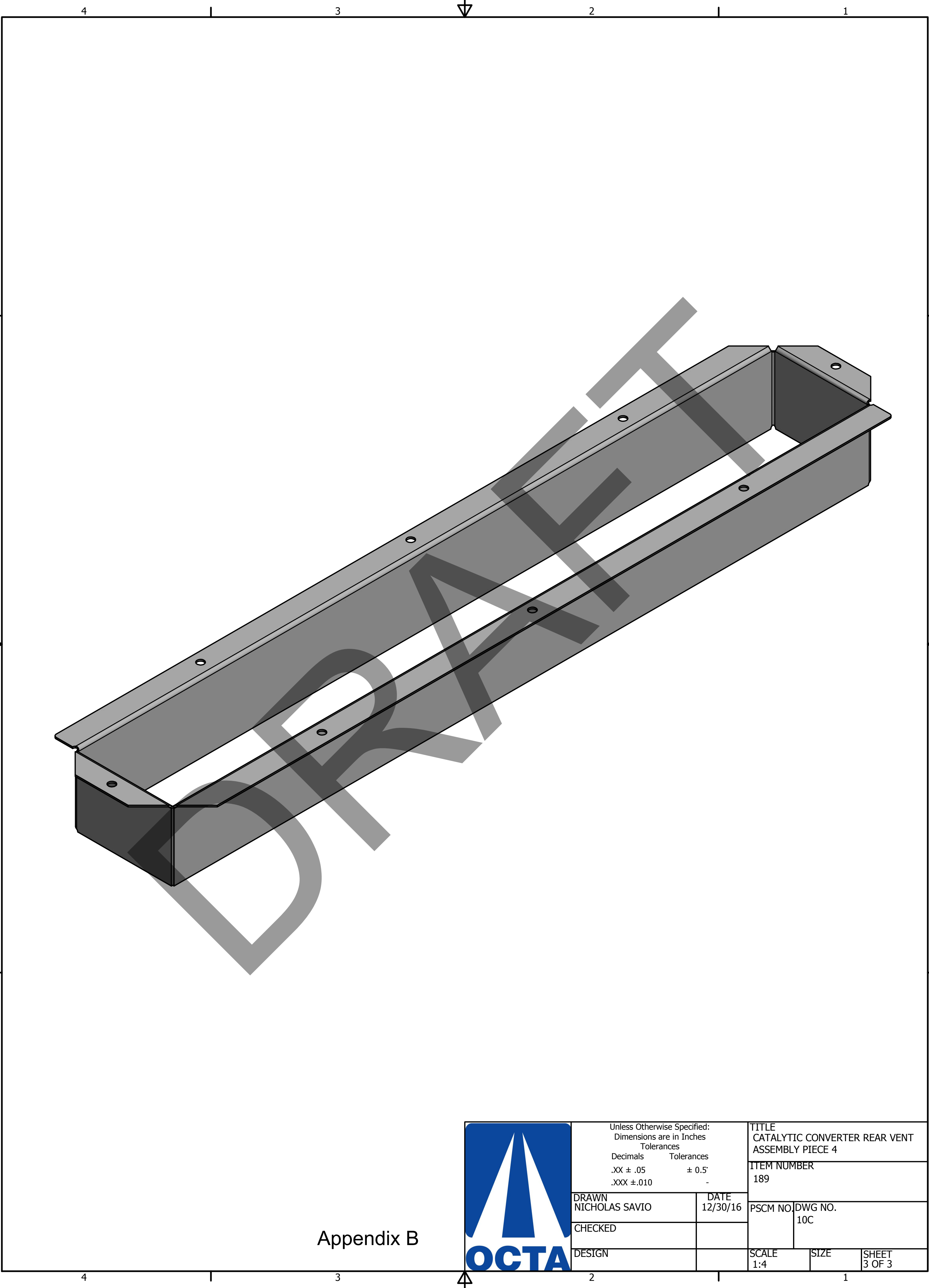
<div>Unless Otherwise Specified: Dimensions are in Inches Tolerances Decimals Tolerances .XX ± .05 ± 0.5" .XXX ± .010 -</div>		DATE 12/30/16	
		DRAWN NICHOLAS SAVIO	
		CHECKED	
		DESIGN	

TITLE CATALYTIC CONVERTER REAR VENT ASSEMBLY PIECE 4			
ITEM NUMBER 189			
PSCM NO.		DWG NO. 10C	
SCALE 1:4	SIZE	SHEET 1 OF 3	




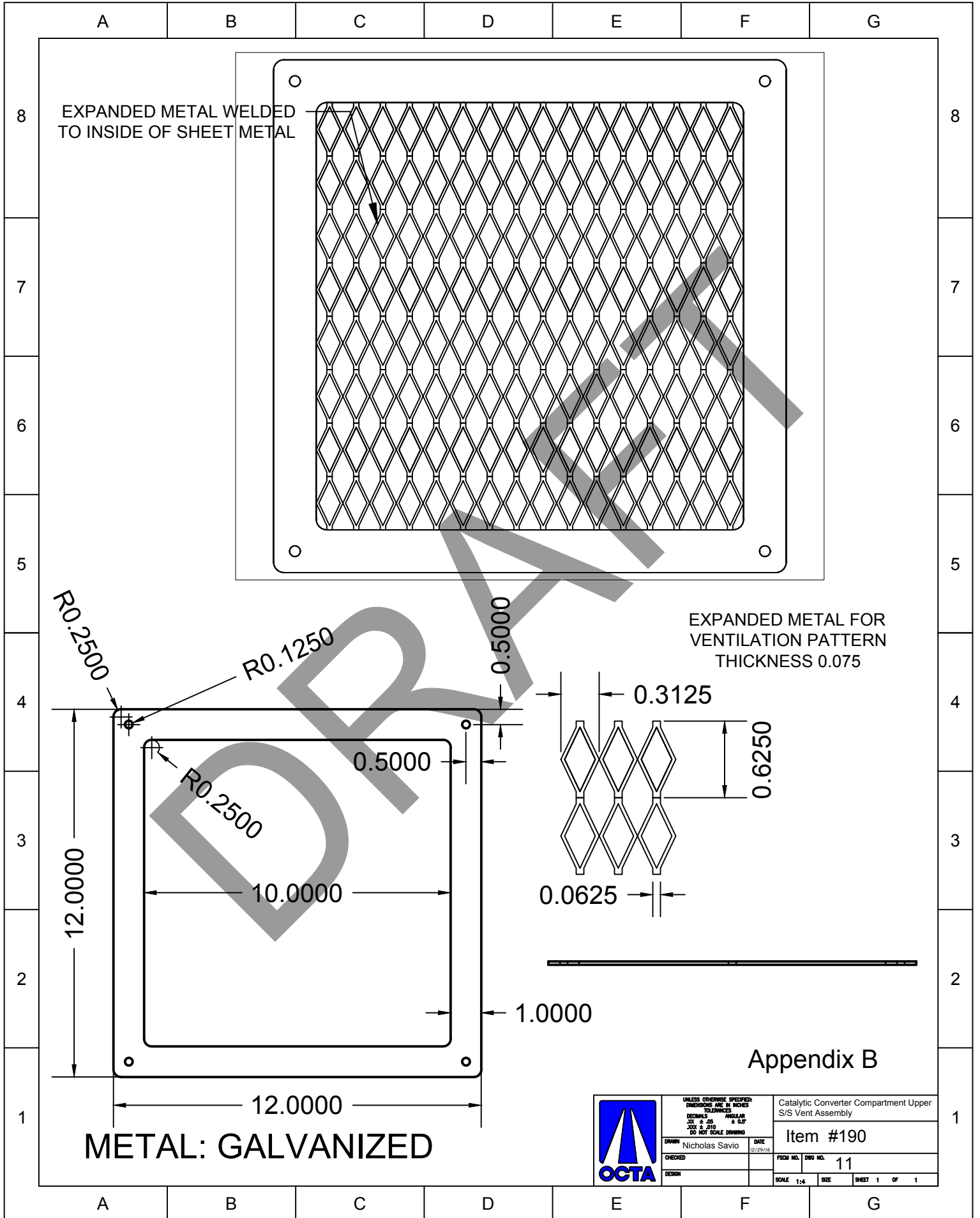
Appendix B

	Unless Otherwise Specified: Dimensions are in Inches Tolerances Decimals Tolerances .XX ± .05 ± 0.5" .XXX ± .010 -		TITLE CATALYTIC CONVERTER REAR VENT ASSEMBLY PIECE 4				
	DRAWN NICHOLAS SAVIO		DATE 12/30/16		ITEM NUMBER 189		
	CHECKED				PSCM NO. DWG NO. 10C		
	DESIGN				SCALE 1:8	SIZE	SHEET 2 OF 3



Appendix B

	Unless Otherwise Specified: Dimensions are in Inches Tolerances Decimals Tolerances .XX ± .05 ± 0.5" .XXX ± .010 -		TITLE CATALYTIC CONVERTER REAR VENT ASSEMBLY PIECE 4		
			ITEM NUMBER 189		
			PSCM NO.	DWG NO. 10C	
	DRAWN NICHOLAS SAVIO		DATE 12/30/16		
	CHECKED				
DESIGN				SCALE 1:4	SIZE SHEET 3 OF 3



A

B

C

D

E

F

G

10

10

9

9

8

8

7

7

6

6

5

5

4

4

3

3

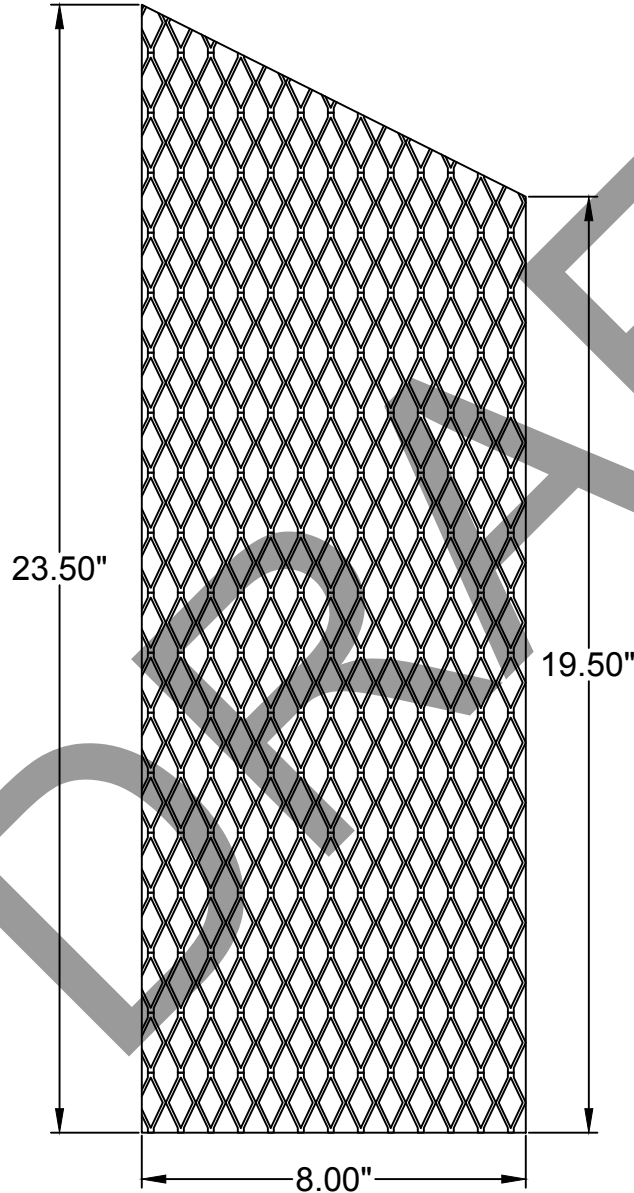
2

2

1

1

GALVANIZED EXPANDED METAL THICKNESS 0.095



Appendix B



UNLESS OTHERWISE SPECIFIED:
DIMENSIONS ARE IN INCHES
TOLERANCES:
DECIMALS .015 .030 .063
FRACTIONS 1/16 1/8 1/4
DO NOT SCALE DRAWING

INSULATOR FRAME 23.5x8

ITEM #191

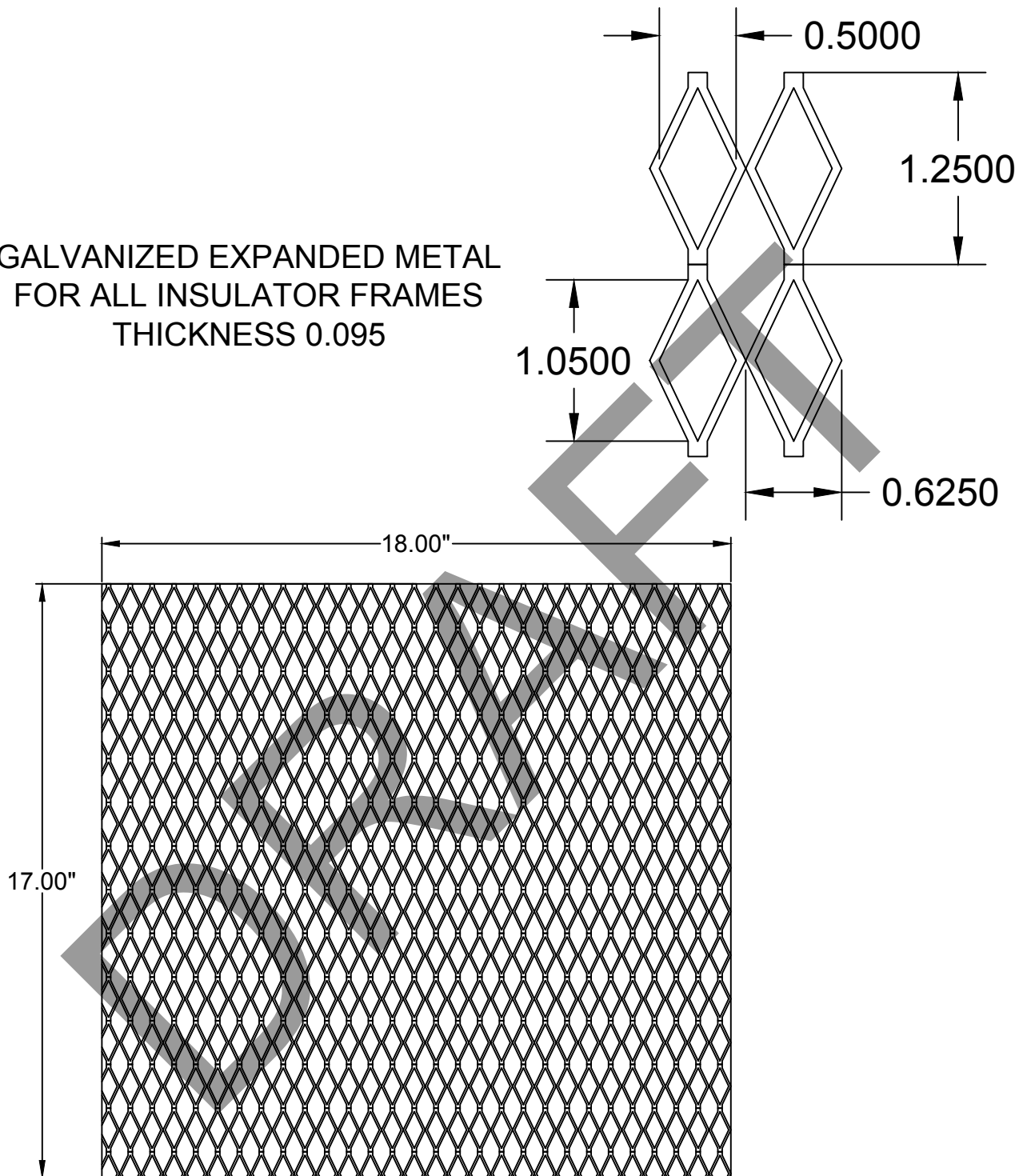
FROM NO. 120 NO. 12

SCALE 1/4"


SIZE

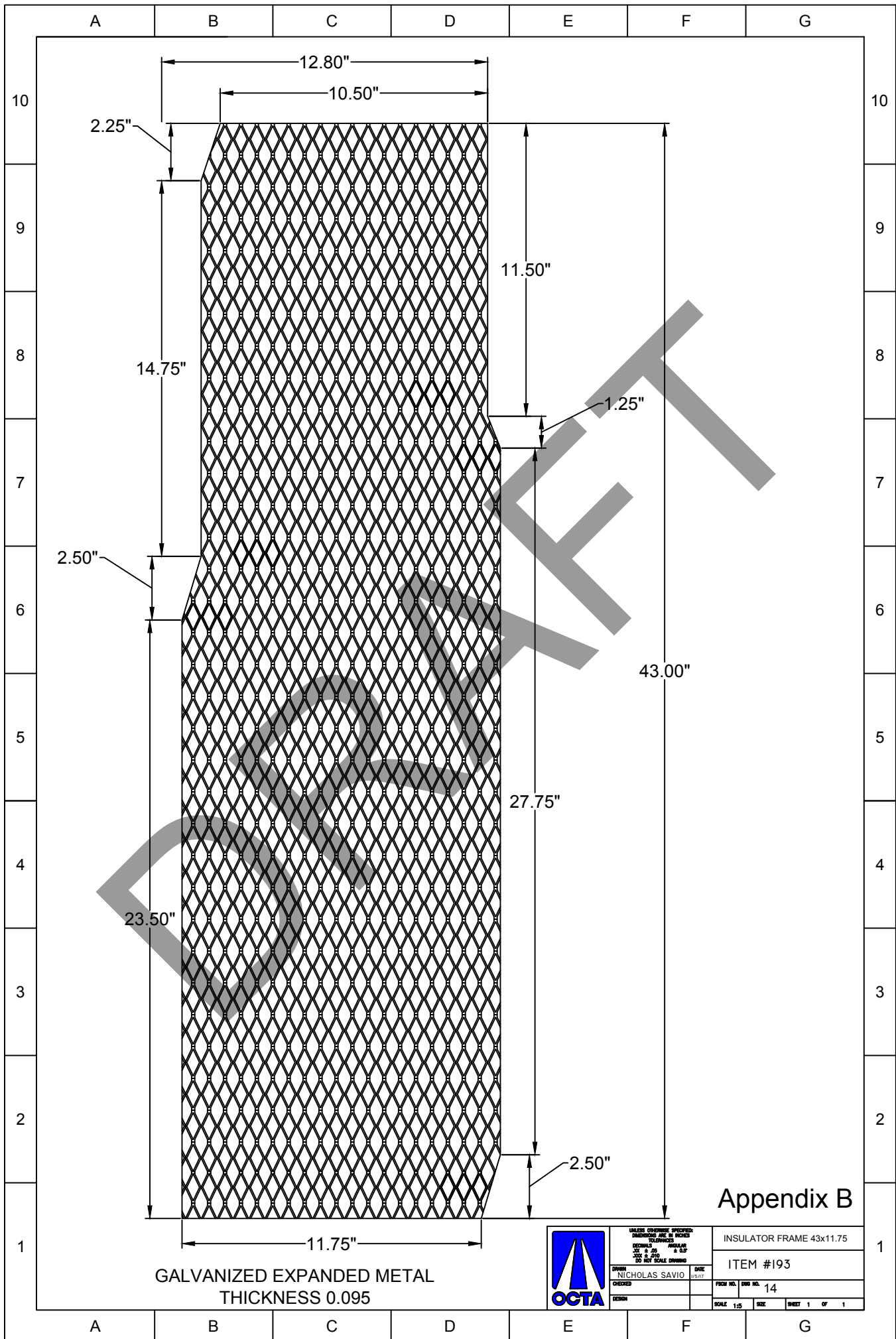
SHEET 1 OF 1

GALVANIZED EXPANDED METAL
FOR ALL INSULATOR FRAMES
THICKNESS 0.095



Appendix B

		<small>UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES TOLERANCES</small> <small>DECIMALS ANGULAR</small> <small>±.05 ±.05</small> <small>XXX & .010</small> <small>DO NOT SCALE DRAWING</small>		INSULATOR FRAME 18x17	
		<small>DRAWN</small> Nicholas Savio <small>DATE</small> 1/5/17	Item #192		
<small>CHECKED</small>	<small>DESIGN</small>	<small>FORM NO.</small>	<small>DWG NO.</small> 13		
		<small>SCALE</small> 2:1	<small>SHEET</small> 1	<small>OF</small> 1	



UNLESS OTHERWISE SPECIFIED:
DIMENSIONS ARE IN INCHES
TOLERANCES:
DECIMALS .005 .010 .015
FRACTIONS 1/16 1/8 1/4 3/8 1/2 5/8 3/4 7/8
DO NOT SCALE DRAWING

DRAWN: NICHOLAS SAVIO
CHECKED: [blank]
DATE: 11/1/17

INSULATOR FRAME 43x11.75	
ITEM #193	
FROM NO.	DWG NO.
14	14
SCALE	1/8"
SIZE	11" x 17"
SHEET	1 OF 1

DRAFT

SECTION IV: BID PACKAGE

SECTION IV. BID PACKAGE

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

EXHIBIT A. BID FORM

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

EXHIBIT B. PRICE SUMMARY

Bidder must complete the Price Summary Sheet by downloading the Excel file and typing directly into each cell. The document will automatically complete the totals for Bidder.

EXHIBIT C. INFORMATION REQUIRED OF BIDDER

Bidder must provide all the information requested in this form.

DRAFT

EXHIBIT A: BID FORM

BID FORM

INVITATION FOR BIDS NUMBER: 7-1507

DESCRIPTION: ENGINE INSTALLATION KITS

BIDDER'S NAME AND ADDRESS _____

NAME OF AUTHORIZED REPRESENTATIVE _____

TELEPHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

I acknowledge receipt of IFB and Addenda Numbers: _____

AUTHORIZED SIGNATURE TO BIND BID: _____

PRINT SIGNER'S NAME AND TITLE: _____

DATE SIGNED: _____

Effective, for the Authority's requirements on an "as-needed" basis, with no guaranteed usage as specified in Exhibit A entitled "Bid Form."

Quantities listed on the Bid Summary Sheet are for evaluation purposes only and do not imply any guaranteed minimum or maximum usage by the Authority. Prices quoted shall remain firm for the term of the Agreement or Purchase Order.

All freight costs to be included in the bidder's price as the terms shall be F.O.B. destination.

Deliveries will be made to 4301 West MacArthur Boulevard, Santa Ana, CA 92704. Enter onto the Price Summary Sheet, the price for each of the items described in the Project Specifications, Section III. Prices shall include direct costs, indirect costs, profits, delivery and an all inclusive three year warranty. The Authority's intention is to award a firm-fixed unit price contract.

Are there any additional and/or incidental costs necessary in order to fully comply with the procurement of parts? Yes/No

If "yes", please provide a complete and comprehensive listing of all such costs:

Cash discount allowable ____%____days: unless otherwise stated, payment terms are: Net 30 days. Cash/payment discounts will not be considered in the evaluation of bids.

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

DRAFT

DRAFT

EXHIBIT B: PRICE SUMMARY

Price Summary Sheet

OCTA Item #	Item Description	Mfg	Mfg Part #	New Flyer Part #	OCTA Part #	Qty per Kit	Price Each	Extended Price
Major Components								
1	Oil Cooler Assy (Includes Fan, Cooler & Sensor	New Flyer	320519	320519	29173	1		
2	Alternator	Delco (50DN)	261018	261018	23737	1		
3	Fan Pump Assembly	Hydraulic Specialty Co.	700970	298180	28845	1		
4	Power Steering Pump	IXETIC	LH2112881	239836	23741	1		
5	Air Drier, Dual Turbo	SKF	620982	215419	57067	1		
6	U-Joint	Spicer	5-675X	6340769	4663	2		
7	Voltage Regulator	AC Delco	10503805P	6344831	11361	1		
Complete Radiator/Charge Air Cooler Assembly								
8	Radiator Assssembly	Modine	1A020298	6359326	NF #320515 Rad & CAC Assembled	1		
	CAC Assy	API	N087815	6359325		1		
	Fan Motor Asembly	Eaton	74315LAA	127530	25627	1		
	Fan, Radiator 34" Diameter	ACS	368256-34	299612	35188	1		
	Fan Mount Assy			335901	N/A	1		
	Fan Shroud			324003	N/A	1		
	Baffle Assy			289680	N/A	1		
	Seal, Rubatex 1" Wx1/8" Thick (between front baffle & rear radiator shroud)			5962618	21514	2		
	Seal Bulb (Between exterior panel door & Rad Pkg.)			000559	21944	1		
	Cover plate, Underside of shroud (L&R)			270017	N/A	2		
	Cover plate, lower sides of shroud (L&R)			270019	N/A	2		
	Cover plate, upper sides of shroud (L&R)			300100	N/A	2		
Miscellaneous Components								
9	Hose Assy, FC355-24 FL 36.0 (w/ snap-tite sleeve)	New Flyer	289123	289123	64097	1		
10	Hose Assy, FC510-10 FL 13.5" (w/ snap-tite sleeve)	New Flyer	300314	300314	64105	1		
11	Hose Assy, FC510-8 FL 14.5" (w/ snap-tite sleeve)	New Flyer	300316	300316	64113	1		
12	Hose Assy, FC510-10 FL 25" (w/ snap-tite sleeve)	New Flyer	290840	290840	30825	1		
13	Gasket Between Air Comp & Hyd Pump	New Flyer	039172	039172	5099	1		
14	Engine Mount, Rear	New Flyer	116019	116019	16673	2		
15	Engine Mount, Front	New Flyer	109982	109982	4226	2		

Price Summary Sheet

OCTA Item #	Item Description	Mfg	Mfg Part #	New Flyer Part #	OCTA Part #	Qty per Kit	Price Each	Extended Price
16	Clamp, Exhaust 4.75" I.D.	New Flyer	205042	205042	27813	2		
17	Connector, Flex Joint	New Flyer	284878	284878	30478	1		
18	U-Clamp	New Flyer	5952265	5952265	21327	1		
19	Blanket, Flex Pipe to Turbo	New Flyer	6359409	6359409	36483	1		
20	Blanket, Muffler to Flex Pipe	New Flyer	6359410	6359410	64121	1		
21	Intake Hose, Hump 4.0" I.D.	New Flyer	237729	237729	64139	1		
22	Elbow, Rubber 5"	New Flyer	042027	042028	34975	1		
23	Clamp, Intake Hose 5 1/2"	New Flyer	5926062	5926063	14631	1		
24	Clamp, Intake T-Bolt w/Spring	New Flyer	097485	097486	22541	3		
25	Filter Minder	New Flyer	811553	811553	N/A			
26	Hose Assembly (Filter Minder)	New Flyer	256781	256781	62331	1		
27	Clamp	New Flyer	6333803	6333803	7720	2		
28	Hose, Intake - Hump	New Flyer	6333802	6333802	64147	4		
29	Air Filter	New Flyer	6341684	6341684	2039	1		
30	Hose Alternator Vent	New Flyer	6351714	6333802	64154	1		
31	Hose Alternator Drain	New Flyer	6346957	6346957	36624	1		
32	Hose Alternator Supply	New Flyer	6360253	6360253	64162	1		
33	Hose Assembly, FC300 - 4 FL 39.8 CL 37.2	New Flyer	138716	138716	30221	1		
34	Hose Assembly, FC355 - 04 FL 53	New Flyer	301448	301448	29009	1		
35	Hose Assembly, FC355 - 04 FL 59	New Flyer	299175	299175	29017	1		
36	Clamp, Double 1/2" Tube	New Flyer	049234	049234	34959	3		
37	Hose Assy, FC355-20 FL 27.0"	New Flyer	281659	281659	59840	1		
38	Hose Assy, FC355-20 FL 28.0"	New Flyer	318280	318280	26898	1		
39	Hose Assy, FC355-20 FL 24.0"	New Flyer	318279	318279	49700	1		
40	Beta Clamp Assy	CCW	816638	NA	64170	4		
41	Air Drier Copper coil, 3/4"ID X 12ft	CCW	825444	NA	64196	1		
42	Standoff Coil Condensor Hose	CCW	825223	NA	64212	1		
43	Purge Tank kit	CCW	215665	NA	64238	1		
44	Pipe, Air Compressor Intake	CCW	818720	NA	N/A	1		
45	Pipe, air cleaner to turbo	CCW	818722	NA	N/A	1		
46	Pipe, air cleaner to turbo intake short	CCW	818721	NA	N/A	1		
47	Radiator Mounting Bushing	New Flyer	8110071	8110071	17767	8		
48	Intake Hose, Elbow	New Flyer	106427	106427	53637	1		
49	Clamp CAC U-Clamp	New Flyer	049749	049749	40469	2		
50	Clamp, T-Blot w/sSpring	New Flyer	097485	097485	22541	4		

Price Summary Sheet

OCTA Item #	Item Description	Mfg	Mfg Part #	New Flyer Part #	OCTA Part #	Qty per Kit	Price Each	Extended Price
51	Intake Hose, 90 degree	New Flyer	106428	106428	64246	1		
52	Clamp 4"	New Flyer	5952619	5952619	35006	1		
53	Hose, Hump (may be supplied with engine)	New Flyer	6333802	6333802	64147	4		
54	Clamp (may be supplied with engine)	New Flyer	6333803	6333803	7720	8		
55	Clamp, Breeze 1.25" Dia - 2.13" Dia	New Flyer	014663	014663	3206	2		
56	Hose, Hump (may be supplied with engine)	New Flyer	8111087	8111087	1104	1		
57	Hose, 1.0" dia x 8" long	New Flyer	260697	260697	40451	1		
58	Clamp, Breeze, .81" - 1.5"	New Flyer	045384	045384	23236	2		
59	Clamp, Breeze 2.25" Dia - 3.13" Dia	New Flyer	012834	012834	13520	12		
60	Hose, Radiator Elbow 90 degree	New Flyer	028889	028889	21891	1		
61	Hose, Hump 2 1/2" I.D.	New Flyer	034528	034528	30320	1		
62	Hose, Elbow 90 degree	New Flyer	038158	038158	18408	3		
63	Hose, Aramid 1.375" I.D.	New Flyer	260700	260700	24000	6 in.		
64	Valve, pressure relief 1/8" NPTF	New Flyer	091465	091465	5603	1		
65	Neoprene, 2" W x .06" Thk (McMaster-Carr)	8837K214	5947950	5947950	64253	75" x 2"		
66	Filler Cap Assy	New Flyer	5952929	5952929	3127	1		
67	Gasket	New Flyer	102963	102963	N/A	1		
68	Sight Glass Kit	New Flyer	5926777	5926777	62356	1		
69	Sensor, coolant level (Come with engine)	New Flyer	302589	302589	62364	1		
70	Surge Tank Pressure Cap	New Flyer	236652	236652	32573	1		
71	Hose Assembly, FC355 - 4 FL 60.0	New Flyer	307108	307108	62372	1		
72	Clamp, Hose 1.5 O.D.	New Flyer	058878	058878	62380	1		
73	Hose Assembly, FC355 - 4 FL 30.	New Flyer	330046	330046	47969	1		
74	Hose Assembly, FC355 - 4 FL 38.0	New Flyer	302687	302687	62398	1		
75	Hose Assembly, FC355 - 4 FL 30.0	New Flyer	338032	338032	47951	1		
76	Clamp, 0.5" Dia	New Flyer	294939	294939	62406	4		
77	Hose Assembly, FC355 - 4 FL 29.0	New Flyer	328036	328036	47944	1		
78	Clamp, Tube 1/2" Tube	New Flyer	049189	049189	28134	4		
79	Clamp, Double 1/2" Tube	New Flyer	049234	049234	34959	2		
80	Clamp, Breeze 1" Dia - 1.75"	New Flyer	012836	012836	N/A	4		
81	Hose, Aramid 0.75: I.D.	New Flyer	260695	260695	64261	7 in.		
82	Clamp, 5/8" Tube	New Flyer	066792	066792	22865	2		
83	Hose, Elbow 90 degree X 3/4" Dia	New Flyer	102773	102773	62414	1		
84	Clamp, 5/8" Dia Twin	New Flyer	202016	202016	22864	2		
85	Hose Assy, FC355-6 FL 41.0"	New Flyer	316812	316812	49775	1		

Price Summary Sheet

OCTA Item #	Item Description	Mfg	Mfg Part #	New Flyer Part #	OCTA Part #	Qty per Kit	Price Each	Extended Price
86	Hose Assy, GH195-12 FL 16.0 (w/ snap-tite sleeve)	New Flyer	316815	316815	21097	1		
87	Hose Assy, FC355-12 FL 15.0" (w/ snap-tite sleeve)	New Flyer	316813	316813	24265	1		
88	Hose Assy, GH195-12 FL 28.0" (w/ snap-tite sleeve)	New Flyer	324942	324942	64279	1		
89	Hose Assy, FC510-16 FL 18.0" (w/ snap-tite sleeve)	New Flyer	343731	343731	64295	2		
90	CNG Hose Assembly, Filter to Engine	New Flyer	324446	324447	31252	1		
91	Fuel Filter, Primary	New Flyer	6339089	6339089	18633	1		
92	Clamp, Breeze 9/16" Dia - 1 1/16" Dia	New Flyer	051625	051625	23237	2		
93	Clamp, Breeze 9/16" Dia - 1 1/16" Dia	New Flyer	131322	131322	12203	8		
94	Hose, CNG Regulator Heater, 5/8" dia. X 6" long	New Flyer	303663	303663	35485	6 in.		
95	Hose, Aramid 0.375 IN 9'	New Flyer	341397	341397	24745	9 ft.		
96	Hose, Aramid 0.375 IN	New Flyer	305746	305746	24745	10 ft.		
97	Clamp. 3/4 Tube	New Flyer	049194	049194	28142	2		
98	Clamp, Double 3/4	New Flyer	045755	045755	62422	1		
99	5" to 4" Exhaust Pipe Reducer	Cummins	35P-4050S	NA	64303	1		
100	Clamp, V-Band	Cummins	2880213	NA	64311	1		
101	Gasket, AFM device	Cummins	2880215	NA	64329	1		
102	Exhaust Flange	Cummins	A029L736	NA	64337	1		
103	Insulation for Muffler compartment (53"X60")	J&M Speed	800102	NA	64345	1		
104	3/4" X 10' heat Sleeve	Thermotec	18075-10	NA	64386	1		
105	1/2" X 12' heat Sleeve	Thermotec	18050-10	NA	64394	1		
106	1" X 12' heat Sleeve	Thermotec	18100-10	NA	64402	1		
107	Fitting, #8 straight Female, 45 Deg inverted flare 1-1/16 thread	Aeroquip	4401-8S	NA	3793	2		
108	Cable Tie Mounts	McMaster-Carr	7582K82	NA	64352	2		
109	Cable Tie Mounts, HD Spacer	Panduit	TMEH-X2-L0Y	NA	64360	1		
110	Hose, #8 Blue (Bulk)			NA	N/A	2 ft.		
111	Recepticle Assy, 16-18 AWG	Deutsch	DT04-08PA	NA	N/A	1		
112	Recepticle Wedge Lock	Deutsch	W8P	NA	N/A	1		
113	Wiring Harness Connector, 8 Recepticle	Deutsch	DT06-08SA	NA	N/A	1		
114	Recepticle Wedge Lock	Deutsch	W8S	NA	N/A	1		
115	Wire harness 4-Pin Recepticle	Deutsch	DT04-4P	NA	N/A	1		
116	Recepticle Wedge Lock	Deutsch	W4P	NA	N/A	1		
117	4-way plug assy	Deutsch	DT06-4S	NA	N/A	1		
118	Recepticle Wedge Lock	Deutsch	W4S	NA	N/A	1		
119	Pins, recepticle	Deutsch	0460-202-16141	NA	N/A	12		

Price Summary Sheet

OCTA Item #	Item Description	Mfg	Mfg Part #	New Flyer Part #	OCTA Part #	Qty per Kit	Price Each	Extended Price
120	Socket, recepticle	Deutsch	0462-201-16141	NA	21924	12		
121	Sealing Plug, recepticle	Deutsch	114017	NA	N/A	1		
122	18 AWG High Temp (250C) wire (feet)	Tempco	LDWR-1020	NA	N/A	15 ft.		
123	Intake Hose, Turbo	New Flyer	034530	034530	52316	1		
124	Tee Fitting (as needed)	New Flyer	289102	289102	41251	1		
125	90 degree air governor fitting - add to hose	Gillig	54-13078-004	NA	23388	1		
126	Split Block Clamp, 5/8" ID	ThermoKing	91-758	NA	37903	1		
127	P-Clamp, crank case vent hose (Crankcase breather 2")			NA	N/A	4		
128	Terminal Pin, pigtail	Cummins	3164291	NA	41392	4		
129	Connector	Cummins	3164566	NA	N/A	2		
130	Terminal Pin	Delphi	12048074-L	NA	N/A	4		
131	Connector	Delphi	12160482	NA	30643	1		
132	Connector Lock	Delphi	12160480	NA	41335	1		
133	High Temp Split loom 1/2" ID	New Flyer	198160	198160	50450	2		
134	Thermal wrap	New Flyer	165544	165544	36756	2		
135	Alt cable bracket clamp	Parker	WP3190	NA	52746	1 kit		
136	Tranmission dipstick mounting clamp	Parker	WP3254	NA	N/A	1 kit		
137	Copper washer at B+ Stud on Alternator	Delco Remy	1902746	NA	2768	1		
138	Clamp, Split block, air coil		3213PO	NA	N/A	1		
139	Battery Cable / 4.0 AWG Welding Cable	Grainger	19YD96	NA	N/A	5 ft		
140	Terminal Lugs, round, 1/2" hole	Thomas & Betts	F975	NA	N/A	4		
141	Shrink tube w/glue (1" ID)	RayChem		NA	N/A	5 ft		

Price Summary Sheet

OCTA Item #	Item Description	Mfg	Mfg Part #	New Flyer Part #	OCTA Part #	Qty per Kit	Price Each	Extended Price
142	#4 Hose, compressor to air governor	New Flyer	295275	295275	15552	1		
143	Fitting, Ping tank Straight	Titan	SS-2404L-08-08	NA	N/A	1		
144	Tube Assy, hydraulic pump (replace as necessary)	New Flyer	324940	324940	27003	5		
145	Fuse holder & Fuse for "R" terminal	AC Delco	PT189	NA	12776	1		
146	Zip-ties, TLSE Hi Temp	Panduit	PLT1.5M-C71	NA	N/A	1		
147	Hose, Pwr Steering, FC510-10 FL 28.0	New Flyer	324944	324944	63164	1		
148	Cat Temp Sensor #1 Connector	Framatome	54200261	NA	N/A	2		
149	Terminal Pins, Gold Plated	Framatome	54001803	NA	N/A	4		
150	Cat Temp Sensor #2 Connector	Framatome	54200206	NA	N/A	2		
151	Coolant sensor Connector	Cummins	12110293	NA	N/A	1		
152	Lock Clip, Sensor connector	Cummins	12052845	NA	N/A	1		
153	Connector Rubber seal	Cummins	963530-1	NA	N/A	1		
154	Reducing coupler, 3/4" NPT-1/2" NPT	Parker	3/4" x 1/2" FF-SS	NA	N/A	1		
155	Fitting, Male #16 x 3/4" NPT 37° Flare	Parker	12-1 FTX-SS	NA	N/A	2		
156	45° Fitting, #16 x 3/4" NPT 37° Flare	Parker	16-3/4 VTX-SS	NA	N/A	1		
157	45° 3/4" Air Line to 1/2" NPT	Parker	VS279NTA-12-8	NA	N/A	1		
158	Beaded Hose Barb 179HB-16-MI27	Parker	179HB-16-MI27	NA	N/A	1		
159	IPD ALOK UNION FITTING	Parker	10SC10-316	NA	N/A	1		
160	ALOK UNION	Parker	12SC12-316	NA	N/A	1		
161	IPD ALOK FITTING UNION	Parker	16SC16-316	NA	N/A	1		
162	20SC20-316	Parker	20SC20-316	NA	N/A	1		
163	JIC 37° Flare swivel/45° Elbow 1-5/16-12	Parker	13793N-16-16	NA	3818	2		
164	Fitting, Ping tank 45 degrees	Parker	8-8 VTX	NA	N/A	1		
165	JIC 37° Inverted Flare swivel, #16 female 1-5/16-12	Aeroquip	63-190600-16	NA	3800	1		
166	Hose, Silicone elbow 1.0 dia. (Air Comp intake)	New Flyer	322542	322542	29314	2		
167	Valve, brass ball 3/8" shutoff (400 psi water cooling)	New Flyer	6341693	6341693	20244	1		
168	#16 Stainless Steel braided, Teflon Hose	Eaton	SC316-16	NA	N/A	9 ft		
169	Cord Grips, bulkhead (Strain relief) (4 AWG cable)	McMaster-Carr	73110K23	N/A		1		
170	Connector, 2-pin male weather pack					2		
171	Pins (Male), weather pack for 18 gauge wire					4		
172	Seals, weather pack (green) for 18 gauge wire					8		
173	Connector, weather pack 2-pin female					2		
174	Pins, female, for 18 gauge wire					4		
175	Capacitor, 2200uF, 35V, 35°C					2		

Price Summary Sheet

OCTA Item #	Item Description	Mfg	Mfg Part #	New Flyer Part #	OCTA Part #	Qty per Kit	Price Each	Extended Price
176	Terminal, ring (Red) w/ 1/4" hole					1		
177	Terminal, ring (Red) w/ 5/32" hole					2		
178	Terminal, ring (4 gauge) w/ 3/8" hole					1		
179	Terminal, ring (4 gauge) w/ 1/4" hole					1		

Price per Kit: \$0.00

EXHIBIT C: INFORMATION REQUIRED OF BIDDERS

INFORMATION REQUIRED OF BIDDER

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

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

INFORMATION REQUIRED OF BIDDER, PAGE 2

10. Please list the following: a) All prior and current license numbers that the current owner(s) or officers possess or have possessed in the last five years and the current status of those license; b) any prior company names that the owner(s) had in operation during the previous five years.

Current Officers or Owners Name	Prior Company Names (During the last 5 years)	Prior and Current License Numbers	Status of License

Note: If additional space is required to detail the information requested, please attach another page. All information requested must be included. Failure to identify all of the information may result in your bid being found non-responsive and your bid being rejected.

11. List all construction projects (public and private) for which Bidder has provided general contractor services for the past three years:

Contract Type (Public or Private)	Project Description	Dates of Service	Total Cost	Name and Address of Owner	Contact Name and Phone Number

Note: If additional space is required to detail the information requested, please attach

another page. All information requested must be included. Failure to identify all of the information, may result in your bid being found non-responsive and your bid being rejected.

12. List the name, address and phone number of Superintendent for this project:

13. List all construction projects (public and private) for which Superintendent has provided services as a Superintendent for the past three years.

Contract Type (Public or Private)	Project Description	Dates of Service	Total Cost	Name and Address of Owner	Contact Name and Phone Number

NOTE: If requested by the Authority, bidder shall furnish a certified financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of its current financial condition.

I hereby certify the above is true and correct to the best of my belief.

Signature

Name

Title

Company Name

Telephone Number

Fax Number

Email Address

EXHIBIT D: HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

DRAFT

LEVEL 2 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 PLAN

The Contractor shall submit to the Authority, a copy of their company Injury and Illness Prevention Plan (IIPP) in accordance 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 subcontractors, suppliers, and vendors.

- D. Contractor shall provide a copy of the Policy or Program of Company's Substance Abuse Prevention Program that complies with the 1988 Drug Free Workplace Act.

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 MSDS for all applicable products used, if any.
- 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. DESIGNATED Health, Safety and Environmental (HSE) REPRESENTATIVE

1. Before beginning on-site activities, the Contractor shall designate an On-site HSE Representative. 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 schedule and budget impacts.
2. The Contractor shall provide the Authority's Project Manager a resume outlining the qualifications, certifications, and job experience of Contractor's On-Site HSE Representative assigned to the project. The Contractor's On-Site HSE Representative for all Authority projects is subject to acceptance by the Authority Project Manager and the HSEC Department Manager. All contact information of the On-Site HSE Representative (name, phone, and fax and pager/cell phone number) shall be provided to the Authority Project Manager.
3. The Contractor's On-Site HSE Representative shall have, as a minimum, a 30 hour OSHA training certificate, and five (5) years of experience of HSE compliance on similar projects. The on-site safety representative shall understand and enforce applicable Cal/OSHA compliance Standards. The Authority reserves the right to allow for an exception of these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and the HSEC Department Manager. Detailed safety work plans shall be submitted to OCTA as requested or required by statute, regulatory requirements, law or best practice for protection of people and property.
4. A Competent or Qualified Individual means one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

G. 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 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.

H. TRAFFIC & PARKING

1. 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.

I. 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 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents:
 - 1. Damage to Authority property (or incidents involving third party property damage);
 - 2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration);
 - 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 general 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, 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 the task planning documentation, and the corrective action initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report acceptable to OCTA.

1.3 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.

1.4 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.

1.5 WARNING SIGNS AND DEVICES

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

1.6 REFERENCES

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

DRAFT

SECTION V: DISADVANTAGED BUSINESS ENTERPRISES

SECTION IV: DISADVANTAGED BUSINESS ENTERPRISES
DISADVANTAGED BUSINESS ENTERPRISE PROVISIONS

A. POLICY AND OBLIGATION

1. Policy - It is the policy of the Orange County Transportation Authority (Authority) and the United States Department of Transportation (DOT) that Disadvantaged Business Enterprises (DBEs), as defined herein and in the federal regulations published at 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.
2. DBE Obligation - Bidder agrees to ensure that DBEs have the maximum opportunity to participate in the performance of the Authority's contracts and subcontracts. In this regard, the Bidder shall take all necessary and reasonable steps in accordance with these provisions and 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Bidders shall not discriminate on the basis of race, religion, color, sex, age or national origin, in the award or performance of DOT-assisted contracts.

B. DBE GOAL

1. The Authority has established a goal for participation by DBEs of 0% of the total contract value. If the awarded firm has a total DBE commitment (D-2) in excess of the DBE goal, the firm will be held to the higher commitment amount.
2. Only DBEs who meet the definitions contained in Section C below of these provisions and who have been certified prior to contract award may be credited toward the goal.
3. Work that is performed by a DBE prime contractor shall be counted towards the contract goal for DBE participation. In most cases, this means that a DBE bidder on a prime contract will meet the contract goal by virtue of the work it performs on the prime contract with its own forces.

For example, suppose DBE Firm X is the apparent low bidder on a prime contract with a 10 percent contract goal. Firm X will perform 30 percent of the work on the contract with its own forces (the minimum possible if a DBE is to perform a commercially useful function. This means that 30 percent of the contract amount counts toward the DBE contract goal. This exceeds the 10 percent contract goal. Therefore, Firm X meets the contract goal. (In this example, the entire 30 percent DBE participation on the contract would be counted as race-neutral participation, since Firm X obtained the contract solely on the basis of its low bid.)

For the purposes of Authority contracts, refer to the following method to determine DBE participation. In calculating the total DBE percentage, only the total dollar value either the prime contracts or subcontracts to be awarded to firms owned and controlled by DBEs may be counted towards meeting the DBE goal.

C. DEFINITIONS

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

1. "Disadvantaged Business Enterprise (DBE)" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
2. "Small Business Concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto, except that a small business concern shall not include any concern or group of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$17.4 million over the previous three fiscal years.
3. "Socially and Economically Disadvantaged Individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans, women and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act, or by the Authority pursuant to 49 CFR Part 23.62. Members of the following groups are presumed to be socially and economically disadvantaged:
 - a. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - b. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - c. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - d. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam,

Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

- e. "Subcontinent-Asian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh; Bhutan, the Maldives Islands, Nepal, or Sri Lanka.
 - f. Women, regardless of ethnicity or race.
 - g. Tribally-owned concern means any concern at least 51 percent owned by an Indian tribe as defined in this section.
4. "Owned and Controlled" means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals"; and (b) whose management and daily business operations are controlled by one or more such individuals.
- a. "Manufacturer" means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
 - b. "Regular Dealer" means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
 - c. "Other Socially and Economically Disadvantaged Individuals" mean those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration or the Authority to meet the social and economic disadvantage criteria described below.

5. Social Disadvantage

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

6. Economic Disadvantage

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

With respect to the individual:

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

With respect to the individual and the business concern:

- personal and business assets

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

D. BIDDERS' OBLIGATION

1. "Bidders' DBE Commitment - Bidders shall identify in their Bid (on the LIST OF SUBCONTRACTOR's (Exhibit D-2)), all of the DBEs identified to participate in the project, regardless of their percent of participation. The LIST OF PROPOSED DBEs shall be completed as follows:
 - a. The Bidder shall identify how DBE firms will participate in this project. The DBE goal may be satisfied by a commitment to DBE participation in the contract as a subcontractor, trucker, or supplier.
 - b. The Bidder shall list the name of each DBE prime subcontractor, trucker, or supplier, which the Bidder intends to credit toward the DBE goal. The Bidder shall identify, on the form, the complete legal business name of each DBE subcontractor, as it appears on the DBE certification form.
 - c. The Bidder shall identify the primary location of business for each DBE subcontractor identified.
 - d. The Bidder shall describe the work to be performed, or materials supplied, by each DBE.
 - e. The Bidder shall state each DBE's participation in the contract, expressed as an estimated dollar value.
 - f. The Bidder shall state the dollar amount for each DBE on the List of Subcontractors form (Exhibit D-2). The percentage allocated for each DBE must be in accordance with the following provisions:
 - g. DBE must perform a commercially useful function, that is, must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work. In light of standard industry practices and other relevant considerations, the DBE must have a necessary and useful role in the transaction, of a kind for which there is a market outside the context of the DBE Program.
 - h. Credit for the participation of DBE vendors of materials and supplies is to be counted as follows:
 - 60 percent of expenditures for materials and supplies required under the contract and obtained from a "regular dealer" as defined in Section C b above.

- 100 percent of expenditures for materials and supplies obtained from a DBE "manufacturer" as defined in Section C a above, or from a DBE supplier who substantially alters the material before resale.
- i. The following types of fees or commissions paid to DBE consultants, brokers, and packagers may be counted toward the goal, provided that the fee or commission is reasonable and not excessive as compared with fees or commissions customarily allowed for similar services.
- The fees or commissions charged for providing a bona fide service such as professional and technical, or procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the contract.
 - The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials or supplies themselves) when the hauler, trucker or delivery service is not also the manufacturer of, or a regular dealer in, the materials and supplies.
 - The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract.
- j. The Bidder shall state the total dollar participation for all DBEs.
- k. The Bidder shall state the participation for all DBEs expressed as a percentage of the total bid price. These totals shall include the sum of the following:
- l. The value of all DBE subcontracts.
 - m. The dollar value of all materials and supplies to be provided by DBEs (to be credited as noted in Section D 1 k above).
 - n. Bidders Information Form. Incorporated in the new regulations is the requirement that all vendors, both primes and subcontractors who intend to submit a bid sign a Offeror's/Bidders Information Form (Exhibit D-3). This list must be completed by each vendor in detail as the information is sent to the Federal Transit Administration to better track DBE outreach efforts. A copy of Exhibit D-3 is attached herein.

2. Responsive Bidder

- a. To be responsive, a Bidder must have either:
 1. Met the DBE goal set forth in Section F above; or
 2. If the goal was not met, satisfy the Authority that it exercised good faith efforts to meet the goal by attaining **a minimum of 70 points** of the good faith efforts listed in Section D 3 below.
- b. Documentation of a Bidder's good faith efforts must be submitted to the Authority within three working days after request by the Authority.
- c. A Bidder shall be deemed to have exercised good faith efforts only if the Bidder satisfies the Authority that it literally complied with the good faith efforts enumerated in Section D 3 below.
- d. A Bidder shall complete and submit with the Bid, the good faith effort documentation referenced in Section D 3 below, if the DBE goal is not met.

3. Good Faith Efforts - To be determined responsive, a Bidder who fails to meet the DBE goal must present evidence to satisfy the Authority that the Bidder has met a minimum of 70 points out of a possible 100 points towards the good faith effort, as enumerated below. Literal compliance in the exercise of these good faith efforts is mandatory. The following are the minimum required good faith efforts, the Authority's criteria and assigned point value for each good faith effort, and the types of documentation necessary to evidence such efforts.

- a. Attendance at (pre-bid) meeting scheduled by Authority to inform perspective competitors and DBE's of contracting and subcontracting opportunities **(4 points)**;
- b. Bidder shall have advertised in at least one newspaper of general circulation, at least one trade association publication, **and** at least two minorities focus media. The advertisements shall be placed in the business, classified or request for sub-bid section. The initial advertisement shall appear in these publications no later than fifteen (15) calendar days prior to the originally specified bid opening date. A list of minority focus newspapers may be obtained from the Authority's Small Business Program.

1. Advertisements shall include at a minimum the following information:

- project name and location;

- indication of Authority as owner;
- location where plans and specifications may be obtained or viewed;
- sub-bid due date;
- trades or scopes of work for which sub-bids are being solicited;
- statement that bid solicitation is in response to the Authority DBE Program; and
- statement that Bidder intends to seriously negotiate with DBE firms for participation on the project.

2. Documentation -- Proof of publication or copies of tear sheets, showing dates and names of publications **(8 points)**.

- c. Bidder shall have selected portions of the work for which interest from DBEs was solicited in a manner to increase the likelihood of achieving the stated goals. When economically feasible, the Bidder shall have divided work into small tasks or quantities to permit maximum participation of DBE businesses.

To be competitive in the face of a DBE goal specification, a Bidder with total in-house manufacturing capabilities may have to try to subcontract out various functions or components, which the Bidder could otherwise do or furnish itself. Good faith effort constitutes comparing prices from DBEs to those of other non-DBEs in the same trade or industry, and not solely to those of the Bidder.

1. Documentation - Submit a list of work items and estimated dollar value of each item. Separate work, which the Bidder intends to perform with its own work force apart from areas of work, which the Bidder, identified for DBE participation. State whether or not the Bidder gave consideration to dividing the contract into economically feasible units of work. If this was not done, explain why it could not be done **(13 points)**.

- d. Bidder shall have extended written invitations to bid to at least one (1) DBE no later than fifteen (15) calendar days prior to the Authority's originally specified bid due date. The Authority will credit toward this threshold only the following DBEs:

- DBEs certified on or before the contract/purchase order execution date;

- Firms certified as DBE by any other Federal Highway Administration (FHWA) or Federal Transit Administration (FTA) recipient agency pursuant to 49 CFR Part 26, Subpart D, or CUCP Agency;
- Firms certified as a DBE by the California Unified Certificate Program (CUCP).

The invitation/solicitation shall provide at least the following information:

- Date of correspondence, invitation/solicitation;
- Project name and location;
- Indication of the Authority as owner;
- A description of work for which bids/proposals are being solicited;
- Copies of technical specifications or information where plans and specifications may be obtained or viewed;
- Sub-bid/proposal due date;
- Statement that solicitation is in response to the Authority's DBE Program; and
- Statement that Bidder intends to seriously consider and negotiate with capable, competitive DBE firms for participation in the contract.

e. Documentation - A list of DBE firms which the Bidder identified to solicit interest in the contract. Identify the source of this list (i.e., LACMTA, CALTRANS, other transit property, supplemental list, etc). Copies of letters, Request for Bids/Proposals, mail receipts, addressed postcards sent to DBEs **(18 points)**.

f. Bidder shall have followed-up orally or in writing with all DBE firms who were initially sent the invitation/solicitation described in good faith effort above, by evidence of attempting to contact them to determine with certainty whether they were interested in submitting a sub-bid, quotation, or proposal, and the response by the DBE firms.

1. Documentation - A written record of any oral follow-up is required. Records which can be verified to document contact with these DBE firms (e.g., letters; minutes or notes of meetings held with DBE firms; copies of correspondence [including undeliverable

mail] to and from DBE's, solicitation call sheets or telephone logs) **(16 points)**. This documentation must reflect the following:

- Name and address of firm contacted.
 - Person contacted, telephone number (if follow-up is by phone), and date contacted.
 - Response from these firms as to their interest in bidding on the contract.
- g. Bidder shall have outreached to DBEs through the minority and women contractor, trade and professional associations at least fifteen (15) calendar days prior to the specified bid opening date. Notices to these associations shall include at least the same information listed in good faith effort.
1. Documentation - Records or correspondence which confirm notification to the associations, and any response thereto **(10 points)**.
- h. Bidder shall have assisted DBEs, who requested assistance in obtaining lines of credit or bonding, if the Bidder required bonding.
1. Examples of assistance are:
 - contact bonding companies, lenders, on behalf of the DBE firm;
 - arrange with sureties incremental or phased bonding for the DBE;
 - pay for the cost of the bond;
 - waive bonding requirements; and/or
 - refer the DBE to Business Development Centers or other resource agencies who may assist DBE in obtaining bonding or lines of credit as referenced in good faith effort Section D 3 g 1 above.
 2. Documentation - If the Bidder required bonding, etc., provide a list of DBEs who requested assistance in these areas and any assistance provided by the Bidder; or a statement of the Bidder's decision to waive bonding requirements **(6 points)**.
- i. Bidder shall provide adequate information about plans, specifications, and/or contracting.

1. Documentation – Lists of the DBEs contacted, names of people contacted, and types of information provided to the potential subcontractors **(14 points)**.

j. Bidder shall have negotiated in good faith with interested, capable and competitive DBEs, not rejecting DBEs as unqualified without sound reasons.

1. Documentation **(11 points)**:

- Correspondence between the Bidder and DBEs;
- Internal logs, forms, or memoranda used by the Bidder to record communication between the Bidder and DBEs concerning the DBE's participation in the contract, terms and conditions of their participation, the scope of work to be bid by DBEs;
- Telephone quotations and follow-up written subbids from DBEs to confirm their verbal quote.
- A chart summarizing the outcome of the Bidder's efforts to negotiate in good faith with interested DBEs. This chart shall contain the following information for each DBE responding:
 - Name of DBE;
 - Work items or scope of work bid;
 - Dollar amount of bid or proposal;
 - If negotiations were held but no contract resulted, reasons therefore; and
 - If the Bidder rejected sub-bid/proposal, reasons therefore.

4. DBE Certification

- a. **DBE firms are required to be certified at the time of Bid submittal date.**
- b. The Authority's LIST OF DBE CERTIFIED COMPANIES which is in effect on the date of advertisement for bids on this contract will be provided to all interested parties along with the bid documents upon request.

1. A current DBE list may be obtained on-line at

<https://cammnet.octa.net/dbe/>, CAMM NET, DBE Program, DBE search by commodity codes. DBE certifications with the State of California Uniform Certification Program (UCP) may be verified by contacting:

Orange County Transportation Authority
Contracts Administration and Materials Management
Small Business Program
550 S. Main Street
P.O. Box 14184
Orange, CA 92863-1584
(714) 560-5613

2. This list does not represent all DBEs available in the trade or specialty areas required by this contract.
- c. DBE certification application for certification by the Authority may be obtained by submitting Uniform Certification Application (for individual, business concerns). This form is attached hereto, and is also available at <https://cammnet.octa.net/dbe/>.
1. Within five working days of request by the Authority, a Bidder shall cause each of its purported DBE firms not currently certified by the Authority or reciprocity Agency to submit to the Authority information to confirm DBE status. Each firm applying for certification shall submit Uniform Certification Application with the required supporting documentation.
 2. If Bidder is a DBE, the firm should have a current DBE certification with the CUCP.
 3. All DBE certifications must be final by the due date of the bid in order to be counted for DBE goal participation.
- d. "FRAUDS" and "FRONTS" - Bidders are hereby cautioned against knowingly and willfully using "fronts" to meet the DBE goal of this contract. Only legitimate DBEs are eligible to participate in any federally funded contract. The use of "fronts" and "pass through" subcontracts to non-disadvantaged firms constitute criminal violations. Any indication of fraud, waste, abuse or mismanagement of federal funds should be immediately reported to the Authority or to the Office of Inspector General, U.S. Department of Transportation at the toll-free hotline (800-424-9071), or to the following field office: FTA Special Agent-in-Charge, 211 Main Street, Suite 1022, San Francisco, CA 94105, (415-974-9875).

E. CONTRACTOR'S OBLIGATION

1. During the term of the contract/purchase order, the contractor shall continue to make good faith efforts to ensure that DBEs committed to in the bid have maximum opportunity to successfully perform in the contract, and that the contractor meets the DBE goal. These efforts shall include but not be limited to the following:
2. Negotiating in good faith to attempt to finalize and execute a subcontract agreement with the DBEs committed to in the Bid.
 - a. For contractors who fell short of meeting the DBE goal set for this contract, but who were determined by the Authority to have made good faith efforts to meet the goal, exerting efforts that can be documented to seek out and utilize additional DBE suppliers and DBE subcontractors whose participation is less than 1/2 of one percent of the contract value, to make up for the shortfall.
 - b. Continuing to provide assistance to DBE subcontractors or suppliers in obtaining bonding, lines of credit, etc., if required by the contractor.
 - c. Notifying a DBE in writing of any potential problem and attempting to resolve the problem prior to formally requesting Authority approval to substitute for the DBE subcontractor.
 - d. As with all subcontractors, timely payment of all monies due and owing to DBE subcontractors and suppliers.
 - e. Timely submittal of complete and accurate DBE monthly reports in accordance with Section E 4 below.
 - f. Alerting the Authority's Contract Compliance Section in a timely manner of any problems anticipated in attaining the DBE participation goal committed to in the bid.
3. Substitution of Subcontractors - If a contractor requests a substitution of DBE subcontractors or suppliers, the contractor shall exert good faith efforts to replace a DBE subcontractor with another DBE subcontractor, subject to the approval of the Authority, and in California with California State Public Contracts Code Section 4100.
4. Contract Compliance Reporting Requirements - The contractor shall submit monthly progress reports to the Authority, in conformance with the currently approved schedule, reflecting its DBE participation. The Summary Subcontracts Award and Paid Report shall be submitted monthly to comply with this reporting requirement. Failure to submit this report in a timely manner and not meeting the DBE goal shall result in the imposition of administrative sanctions including stop payment and or cancellation of the contract pursuant

to the Authority's DBE Policy and U.S. DOT regulations (49 CFR part 26).

5. Change in Contract Amount - The dollar amount of change orders, or any other contract modifications that increase or decrease the work area in which DBE's participation has been committed to in the bid, shall be commensurately added to, or subtracted from, the total contract base figure used to compute actual dollars paid to DBEs. Revised total contract dollar values shall be reflected in the monthly progress report submitted to the Authority and referenced in Section E 4 above.
6. Noncompliance - Failure to carry out the requirements of these provisions constitutes a breach of contract and, after notification to the U.S. DOT, may result in termination of the contract by the Authority or imposition of other appropriate sanctions. This notice is given pursuant to 49 CFR Part 26.101(a).

DRAFT

DRAFT

SECTION VI: FORMS

FORMS

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

EXHIBIT E: STATUS OF PAST AND PRESENT CONTRACTS FORM

EXHIBIT F: CERTIFICATION OF RESTRICTIONS ON LOBBYING

EXHIBIT G: LIST OF SUBCONTRACTORS

EXHIBIT H: DBE RACE NEUTRAL PARTICIPATION LISTING FORMS

EXHIBIT I: BIDDERS LIST

EXHIBIT J: BUY AMERICA REQUIREMENTS FOR PROCUREMENT OF BUSES,
OTHER ROLLING STOCK AND ASSOCIATED EQUIPMENT

All aforementioned forms must be submitted along with the bid.

STATUS OF PAST AND PRESENT CONTRACTS FORM

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

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

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

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

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

Name

Date

Title

Last Rev. 08/26/2015

**CERTIFICATION OF
RESTRICTIONS ON LOBBYING**

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

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

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

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

Executed this _____ day of _____, 201__

By _____
(Signature of authorized official)

(Title of authorized official)

CERTIFICATION
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS

A. DEFINITIONS

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

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

B. PROHIBITIONS

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

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

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

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

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

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

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

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

b. Professional and technical services

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

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

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

- (2) For purposes of paragraph C.3.a.(1) of this clause, professional and technical services shall be limited to advise and analysis directly applying any professional or technical discipline. For

example, drafting of a legal document accompanying a bid or proposal is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission, or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.

- (3) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
- (4) Only those services expressly authorized by paragraph C.3.a.(1) and (2) of this clause are permitted under this clause.
- (5) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

c. Disclosure

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

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

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

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

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

- (3) The consultant shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime consultant. The prime consultant shall submit all disclosures to the District at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding consultant.

d. Agreement

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

e. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (2) Consultants may relay without liability on the representation made by their subcontractors in the certification and disclosure

forms.

f. Cost Allowability:

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

DRAFT

**CERTIFICATION OF
RESTRICTIONS ON LOBBYING**

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

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

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

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

Executed this _____ day of _____, 201__

By _____
(Signature of authorized official)

(Title of authorized official)

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by
OMB
003480045

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

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

DRAFT

Authorized for Local Reproduction

LIST OF SUBCONTRACTORS

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

Name & Address Under Which Subcontractor is Licensed	License Number	Specific Description of Work to be Rendered	Type*	Dollar Amount
				\$
				\$
				\$
				\$
				\$
				\$
				\$
TOTAL VALUE OF SUBCONTRACTED WORK				\$

Bidder's Name: _____

DBE RACE-NEUTRAL PARTICIPATION LISTING

Bidder/Offeror shall complete and submit **Exhibit H: “DBE Race-Neutral Participation Listing”** in a **sealed envelope** with the bid/proposal, but no later than 48 hours following bid opening or proposal due date and timeline. (NOTE: In the event of no race-neutral DBE participation, Bidder/Offeror shall mark “None” under the column entitled “DBE Firm Name”.) The Bidder/Offeror shall refer to **RFP/IFB SECTION II. KEY CONTRACTUAL TERMS: “DBE Crediting Provisions”** for guidelines relative to DBE participation crediting. (Additional sheets may be duplicated as necessary.)

The DBE information and content provided under Exhibit H: “DBE Race-Neutral Participation Listing” will not be considered in evaluating the bid/proposal or determining award of any contract.

DBE Firm Name*:	DBE Certification No. and Expiration Date:	Provide Complete Description of Work to be Performed: 		
Business Address:		Check Appropriate Box Describing Subcontractor/Supplier Activity:		
Contact Person:		Subcontractor (100%)	Supplier (60%)	
Telephone:	E-mail:	Regular Dealer (60%)	Broker	
License No., Classification and Expiration:		Manufacturer (100%)	Trucker	
Subcontract Amount:				

*DBE certification letter must be attached for each listed DBE firm. DBEs must be certified on the date bids/proposals are opened.

**IFB 7-1507
EXHIBIT H**

DBE Firm Name*:		DBE Certification No. and Expiration Date:		Provide Complete Description of Work to be Performed: _____ _____ _____ _____	
Business Address:				Check Appropriate Box Describing Subcontractor/Supplier Activity:	
Contact Person:				Subcontractor (100%)	Supplier (60%)
Telephone:	Fax:		Regular Dealer (60%)	Broker	
License No., Classification and Expiration:				Manufacturer (100%)	Trucker
Subcontract Amount:					

*DBE certification letter must be attached for each listed DBE firm. DBEs must be certified on the date bids/proposals are opened.

DBE Firm Name*:		DBE Certification No. and Expiration Date:		Provide Complete Description of Work to be Performed: _____ _____ _____ _____	
Business Address:					
Contact Person:				Subcontractor (100%)	Supplier (60%)
Telephone:	Fax:		Regular Dealer (60%)	Broker	

**IFB 7-1507
EXHIBIT H**

License No., Classification and Expiration:			
Subcontract Amount:	Manufacturer (100%)	Trucker	
	Check Appropriate Box Describing Subcontractor/Supplier Activity:		

*DBE certification letter must be attached for each listed DBE firm. DBEs must be certified on the date bids/proposals are opened.

DRAFT

Bidder/Offeror:	
Business Address:	
Contact Name:	Title:
Phone: ()	Fax: ()

Total Contract Amount:	\$		
DBE Race-Neutral Participation Value (% of Total Contract Value): <i>(NOTE: Mark "NONE" if no DBEs will be utilized.)</i>	%	DBE Race-Neutral Participation Dollar (\$ Value): <i>(NOTE: Mark "NONE" if no DBEs will be utilized.)</i>	\$

Signature of Authorized Representative	Printed Name
Date	Title

BIDDERS LIST

Bidder/Offeror: _____ **IFB/RFP No.:** _____

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

The Bidder/Offeror is to complete all requested information on **Exhibit H: Bidders List** for themselves and all subcontractors, and submit this information at the time of bid submission. However, if not elected to do so at the time of bid submission, Bidders/Offerors must submit such information at the request of the Authority within the prescribed timeline set forth in the solicitation. The Authority will utilize this information to assist in the Authority's overall annual DBE goal-setting process. **The Bidders List content will not be considered in evaluating the bid/proposal or determining award of any contract.**

Prime Bidder's/Offeror's Information	
Name of Prime's Firm:	Phone: ()
Firm Address:	Fax: ()
	Email:
	Type of work/services/materials provided:
Number of years in business:	
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No	Check the box below for your firm's annual gross receipts last year.
DBE Certification Eligibility: <input type="checkbox"/> African American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Native American <input type="checkbox"/> Woman <input type="checkbox"/> Hispanic American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other	<input type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million

Provide the following information for every subcontractor (DBE and non-DBE) included in this bid, bid, proposal or quote.	
Name of Sub's Firm:	Phone: ()
Firm Address:	Fax: ()
	Email:
	Type of work/services/materials provided:
Number of years in business:	
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No	Check the box below for your firm's annual gross receipts last year.
DBE Certification Eligibility: <input type="checkbox"/> African American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Native American <input type="checkbox"/> Woman <input type="checkbox"/> Hispanic American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other	<input type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million

Provide the following information for every subcontractor (DBE and non-DBE) included in this bid, bid, proposal or quote.	
Name of Sub's Firm:	Phone: ()
Firm Address:	Fax: ()
	Email:
	Type of work/services/materials provided:
Number of years in business:	
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No	Check the box below for your firm's annual gross receipts last year.
DBE Certification Eligibility: <input type="checkbox"/> African American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Native American <input type="checkbox"/> Woman <input type="checkbox"/> Hispanic American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other	<input type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million

Provide the following information for every subcontractor (DBE and non-DBE) included in this bid, proposal or quote.	
Name of Sub's Firm:	Phone: ()
Firm Address:	Fax: ()
	Email:
	Type of work/services/materials provided:
Number of years in business:	
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No	Check the box below for your firm's annual gross receipts last year.
DBE Certification Eligibility: <input type="checkbox"/> African American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Native American <input type="checkbox"/> Woman <input type="checkbox"/> Hispanic American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other	<input type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million

If necessary, this Bidders List form can be duplicated to include all firms (DBE and non-DBE) that have submitted a bid, proposal or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract.

Failure of the Bidder/Offeror to submit this required Bidders List form will deem the bidder non-responsive.

BIDDER'S CERTIFICATE OF NONCOMPLIANCE
REGARDING
"BUY AMERICA" REQUIREMENTS
FOR
PROCUREMENT OF BUSES, OTHER ROLLING STOCK AND ASSOCIATED
EQUIPMENT

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

Or:

The _____	<div style="text-align: center; margin-bottom: 10px;">Firm name/principal</div> <p>hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. Section 5323(j)(2)(C), and the applicable regulations in 49 CFR Part 661.7.</p> <div style="text-align: right; margin-top: 20px;">_____ Signature</div> <div style="text-align: right; margin-top: 10px;">_____ Name</div> <div style="text-align: right; margin-top: 10px;">_____ Title</div> <div style="text-align: right; margin-top: 10px;">_____ Date</div>
-----------	--

Rev Date: 12/12/16