

DRAFT REQUEST FOR PROPOSALS (RFP) 3-2511

# 13, 22-FOOT CUTAWAYS FOR OC ACCESS



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

Key RFP Dates

|                               |                 |
|-------------------------------|-----------------|
| Issue Date:                   | June 12, 2023   |
| Pre-Proposal Conference Date: | June 20, 2023   |
| Question Submittal Date:      | June 27, 2023   |
| Proposal Submittal Date:      | August 15, 2023 |

FEDERAL TRANSIT ADMINISTRATION FUNDED PROJECT

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June 12, 2023

**NOTICE OF REQUEST FOR PROPOSALS (RFP)**

**RFP 3-2511: “13, 22-FOOT CUTAWAYS FOR OC ACCESS ”**

**TO: ALL CALACT BIDDERS**

**FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY**

The Orange County Transportation Authority (Authority) invites firms who are participants in the California Association for Coordinated Transportation (CalACT) / Morongo Basin Transit Authority (MBTA), Contract No. 20-01, to provide proposals for Class B, 2023-24, Ford E450, 22-foot (+/-1') gasoline powered cutaway buses.

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

Proposals 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: Masih Bahadori, Section Manager III**

Proposals 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: Masih Bahadori, Section Manager III**

Proposals and amendments to proposals received after the date and time specified above will be returned to the Offerors unopened.

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

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

A pre-proposal conference will be held via teleconference on June 20, 2023, at 11:00 a.m. Prospective Offerors may join or call-in using the following credentials:

- [<Join MS TEAMS Pre-proposal Conference>](#)
- OR Call-in Number: 916-550-9867
- Conference ID: 331 912 291

An on-site/in-person conference will not be held. A copy of the presentation slides and pre-proposal conference registration sheet(s) will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to attend the pre-proposal conference.

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

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

The award of this contract is subject to receipt of federal, state and/or local funds.

**SECTION I: INSTRUCTIONS TO OFFERORS**

**SECTION I. INSTRUCTIONS TO OFFERORS****A. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held via teleconference on June 20, 2023, at 11:00 a.m. Prospective Offerors may join or call in using the following credentials:

- [<Join MS TEAMS Pre-proposal Conference>](#)
- OR Call-in Number: 916-550-9867
- Conference ID: 331 912 291

An on-site/in-person conference will not be held. A copy of the presentation slides and pre-proposal conference registration sheet(s) will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to attend the pre-proposal conference.

**B. EXAMINATION OF PROPOSAL DOCUMENTS**

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

**C. ADDENDA**

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

**D. AUTHORITY CONTACT**

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

Masih Bahadori, Section Manager III  
Contracts Administration and Materials Management Department  
Phone: 714.560. 5841  
Email: mbahadori@octa.net

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no Offeror, subcontractor, lobbyist or agent hired by the Offeror shall have any contact or communications regarding this RFP with any Authority's staff; member of the evaluation committee for this RFP;

or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any Offeror, subcontractor, lobbyist or agent hired by the Offeror that engages in such prohibited communications may result in disqualification of the Offeror at the sole discretion of the Authority.

**E. CLARIFICATIONS**

**1. Examination of Documents**

Should an Offeror require clarifications of this RFP, the Offeror shall notify the Authority in writing in accordance with Section E.2. below. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter.

**2. Submitting Requests**

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and received via e-mail at mbahadori@octa.net no later than 5:00 p.m., on June 27, 2023.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions RFP 3-2511" in the subject line of the e-mail. The Authority is not responsible for failure to respond to a request that has not been labeled as such.

**3. Authority Responses**

Responses from the Authority will be sent to all prospective Offerors no later than July 11, 2023.

Inquiries received after 5:00 p.m. on June 27, 2023, will not be responded to.

**F. SUBMISSION OF PROPOSALS**

**1. Date and Time**

Proposals must be received in the Authority's office at or before 2:00 p.m. on August 15, 2023.

Proposals received after the above-specified date and time will be returned to Offerors unopened.

**2. Address**

Proposals 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: Masih Bahadori, Section Manager III**

Or proposals 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: Masih Bahadori, Section Manager III**

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

### **3. Identification of Proposals**

Offeror shall submit one (1) original hard copy of its proposal in a sealed package, addressed as shown above in F.2. The outer envelope must show the Offeror's name and address and clearly marked as follows:

**RFP 3-2511 "13, 22-Foot Cutaways for OC ACCESS"**

In addition to the above, Offerors shall also include one (1) electronic copy of their entire RFP submittal package in "PDF" format on a USB/flash drive.

### **4. Acceptance of Proposals**

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to issue a new RFP for the project.
- d. The Authority reserves the right to postpone proposal openings for its own convenience.

- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
- f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.
- g. Submitted proposals are not to be copyrighted.

**G. PRE-CONTRACTUAL EXPENSES**

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

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

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

**H. JOINT OFFERS**

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

**I. TAXES**

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

**J. PROTEST PROCEDURES**

The Authority has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting the Contract Administrator responsible for this procurement. Any protests filed by an Offeror in connection with this RFP must be submitted in accordance with the Authority's written procedures.

**K. CONTRACT TYPE**

It is anticipated that the Purchase Order resulting from this solicitation, if awarded, will be a firm-fixed price contract specifying firm-fixed unit prices for the vehicles as specified in the Technical Specifications, included in this RFP under Section IV.

**L. CONFLICT OF INTEREST**

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

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

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

**M. CODE OF CONDUCT**

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

**N. 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 process has been established by 2 CFR Part 180, as adopted and supplemented by 2 CFR Part 1200 as a means to ensure that debarred, suspended, or voluntarily

excluded persons or firms do not participate in Federally assisted projects. A person or firm that is unable to provide a positive certification as required by the 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.

**O. OWNERSHIP OF RECORDS/PUBLIC RECORDS ACT**

All proposals and documents submitted in response to this RFP shall become the property of the Authority and a matter of public record pursuant to the California Public Records Act, Government Code sections 6250 et seq. (the "Act"). Offerors should familiarize themselves with the provisions of the Act requiring disclosure of public information. Offerors are discouraged from marking their proposal documents as "confidential" or "proprietary."

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

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

**P. STATEMENT OF ECONOMIC INTERESTS**

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

**SECTION II: PROPOSAL CONTENT**

## **SECTION II. PROPOSAL CONTENT**

### **A. PROPOSAL FORMAT AND CONTENT**

#### **1. Format**

Proposals should be typed with a standard 12-point font, double-spaced and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11"x17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed seventy-five (75) pages in length, excluding any appendices, cover letters, resumes, or forms.

#### **2. Letter of Transmittal**

The Letter of Transmittal shall be addressed to Masih Bahadori, Section Manager III and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, contact person's name and address, phone number and fax number, and email address; relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 180 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

#### **3. Technical Proposal**

##### **a. Technical Specifications**

This section of the proposal should establish evidence that Offerors understand the Technical Specifications in detail and can comply with all requirements to the successful manufacturing of buses, with

suggestions intended to improve the technical and operational aspect of the buses. Compliance with performance requirements, proposed vehicle design, proposed construction, forecasted reliability, provided warranties, past performance and experience with the proposed bus platform, type and number of requested deviations, ability to provide all requested and optional items, surveys of other transit operators, among others may be used for this criterion. Proposals shall address the following:

- (1) Offeror shall provide a narrative addressing the Technical Specifications contained in Section IV of this RFP, which exhibits the Offeror's understanding of the Authority's needs and requirements.
- (2) Offeror may also propose enhancements to the Technical Vehicle Specifications which do not materially deviate from the objectives or required content of the program.
- (3) Offeror shall submit one (1) copy of the California Air Resources Board Executive Order.
- (4) Offeror shall submit scaled elevation drawings depicting exterior, interior views, seating layout and two ADA accommodations.
- (5) Offeror shall provide proposed gasoline tank size, and estimated vehicle range at Gross Vehicle Weight Rating (GVWR).
- (6) Offeror shall provide a table with GVWR and weight calculations to include ADA equipment, components, accessories, passenger, and driver.
- (7) Offeror shall provide one (1) copy of the final Altoona Testing report.
- (8) Offeror shall provide a minimum design life (e.g., 4-years, 100,000 miles or other) with the proposal submission.
- (9) Offeror shall propose critical path schedule for the production of the First Article and remaining vehicles as well as the methodology for controlling the schedule.
- (10) Offerors shall provide an estimate, in number of weeks, the proposed production and delivery schedule for two (2) pilot vans.

- (11) Offeror shall state on the form provided in “Contractor Service and Parts Support Data”, Exhibit I, the representatives responsible for assisting the Authority, as well as the location of the nearest distribution center which shall furnish a complete supply of parts and components, for the repair and maintenance of the buses to be supplied.
- (12) Provide evidence that the human and physical resources are sufficient to perform the contract as specified and assure delivery of all equipment within the time specified in the Contract.
- (13) Provide evidence Offeror has adequate manufacturing facilities sufficient to produce and factory-test equipment on schedule. Include a detailed description of the proposed facilities where work will be done.
- (14) Provide evidence that Offeror is qualified in accordance with Section VI: Quality Assurance.
- (15) Complete and submit Section VII: Warranty Requirements’ table.

**b. Qualifications, Related Experience and Project Management**

This section of the proposal should establish the ability of the Offeror to satisfactorily provide the required equipment and services by reasons of; demonstrated competence in the product and service to be provided; the nature and relevance of recently completed work; staffing capability, workload and record of meeting schedules on similar projects; strength and stability as a business concern; strength of dealer/manufacturer relationship; and supportive client references.

- (1) Provide a brief profile of the firm, including the principal line of business, the year founded, form of organization (corporation, partnership, sole proprietorship), number and location of offices, licenses held, and number of employees. Identify any conditions (e.g. bankruptcy, pending litigation, planned office or plan closures, impending merger) that may impede the Offeror’s ability to complete the project.
- (2) Describe the firm’s experience in providing like equipment to that solicited in this RFP with emphasis on experience in producing accessible transit/paratransit vehicles and highlight the participation in such work by the key personnel. Offeror shall provide names and brief resumes of key personnel



including project/account manager and the representatives responsible for assisting the Authority.

- (3) A copy of the firm's three (3) most recent financial statements. Offeror's financial statements should be prepared in accordance with United States Generally Accepted Accounting Principles (GAAP) and audited by an independent certified public accountant authorized to practice in the jurisdiction of either the Authority or the Offeror.
- (4) Provide evidence of satisfactory performance and integrity on contracts in making deliveries on time, meeting specifications and warranty provisions, parts availability, and steps Offeror has taken to resolve any judgments, liens, fleet defects history, and warranty claims. Evidence shall be by client references.
- (5) Identify subcontractors, if any, by company name, address, contact person, telephone number and project function. Provide the same information for each subcontractor as requested above, and describe any experience working with each subcontractor.
- (6) Offeror to provide the location of the nearest distribution center which shall furnish a complete supply of parts and components, for the repair and maintenance of the buses to be supplied. Provide past maintenance and warranty experience including qualified staff.
- (7) Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.
- (8) Complete and sign all forms required in this RFP including Federal certifications: Buy America Certification, Non-Collusion Affidavit, Lobbying Certification, Certificate of Compliance with Bus Testing Requirement, DBE Approval Certification, and Federal Motor Vehicle Safety Standards.
- (9) Furnish brief resumes (not more than two (2) pages each) for the proposed key personnel. Resumes must feature experience most directly relevant to the work proposed for such key personnel on this project. Resumes should also describe the involvement of the key personnel in related experience and indicate length of time employed by the Offeror.

- (10) Provide engineering organization chart, engineering change control procedure, field modification process, including program controls and quality controls and plans for the coordination of major suppliers and subcontractors. Provide a schedule for the production of the pilot vehicle and remaining vehicles.
- (11) Provide evidence Offeror has sufficient engineering, management and services; can provide sufficient personnel and requisite disciplines, licenses, skills, experience, and equipment to complete the contract as required, and satisfy any engineering or service problems that may arise during the warranty period. Provide interface relationship between engineering manufacturing, program control, quality control and test departments.
- (12) Provide evidence Offeror can provide spare parts and procurement and distribution system sufficient to support equipment maintenance without delays and a service organization with skills, experience, and equipment sufficient to perform all warranty and on-site work.
- (13) Provide Technical and Operational Training and Documentation.

**b. Cost and Price**

As part of the cost and price proposal, the Offeror shall submit proposed pricing to provide the vehicles as specified in Section IV, Technical Specifications.

Offer shall complete the "Price Summary Sheet" and Acknowledgement of Receipt of Addenda and Offer" forms included with this RFP (Section V), and furnish any narrative required to explain the prices quoted in the schedules. It is anticipated that the Authority will issue a firm-fixed price contract specifying firm-fixed unit prices for each vehicle.

Contractor shall be liable for payment of all state and local taxes applicable to the complete vehicle as delivered. The Authority shall furnish to the Contractor a list of applicable state and local taxes imposed by the Authority's state or local governments at the Due Date. The Authority shall be liable for any such state and local taxes applicable to the complete bus as delivered that are promulgated and become effective between the Due Date and the delivery date. Quantities listed are estimated quantities which shall be used for the purpose of evaluation.

**d. Exceptions/Deviations**

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

All exceptions and/or deviations will be reviewed by the Authority and will be assigned a "pass" or "fail" status. Exceptions and deviations that "pass" do not mean that the Authority has accepted the change but that it is a potential negotiable issue. Exceptions and deviations that receive a "fail" status means that the requested change is not something that the Authority would consider a potential negotiable issue. Offerors that receive a "fail" status on their exceptions and/or deviations will be notified by the Authority and will be allowed to retract the exception and/or deviation and continue in the evaluation process. Any exceptions and/or deviation that receive a "fail" status and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.

**4. Appendices**

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

**B. FORMS****1. Campaign Contribution Disclosure Form, Exhibit A**

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

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

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

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

**2. Status of Past and Present Contracts Form, Exhibit B**

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

A separate form must be completed for each identified contract. Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit one copy of the completed form(s) as part of its proposals and it should be included in only the original proposal.

**3. Disadvantaged Business Enterprise Approval Certification Form, Exhibit C**

In conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," Offerors must complete and submit DBE Approval Certification.

**4. Restrictions on Lobbying Form, Exhibit D**

This form requires the Offeror to certify compliance with the lobbying requirements of 31 U.S.C. Section 1352 and the applicable regulations under 49 CFR part 19 and 20. (Required if the bid is equal or greater than \$100,000). The offeror is required to submit the Certification of Restrictions on Lobbying Form" and "Disclosure of Lobbying Activities Form", in order for the offeror's proposal to be responsive and to be considered for evaluation.

**5. Buy America Certification, Exhibit E**

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 RFP. Failure to complete the appropriate certificate shall render a bidder non-responsive to this solicitation and will result in the rejection of the bid.

**6. Certificate of Compliance with Bus Testing Requirement, Exhibit F**

Certifies that the vehicle offered in this procurement complies and will, when delivered, comply with 49 USC § 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

**7. Federal Motor Vehicle Safety Standards (FMVSS), Exhibit G**

Offeror and (if selected) Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

**8. Non-Collusion Affidavit, Exhibit H**

Certifies that proposers are not in collusion to restrict competition or are otherwise engaged in anti-competitive practices.

**9. Contractor Service and Parts Support Data, Exhibit I**

Offeror shall state on the form provided in "Contractor Service and Parts Support Data", the representatives responsible for assisting the Authority, as well as the location of the nearest distribution center which shall furnish a complete supply of parts and components, for the repair and maintenance of the buses to be supplied.

**10. Iran Contracting Act Certification, Exhibit J**

Pursuant to California Public Contract Code Sections 2200-2208, Offeror shall certify that Offeror is not engaged in specified investment activities in the energy sector of Iran, is exempted from the requirements, or the bid not subject to the Iran Contracting Act.

**11. Proposal Exceptions and/or Deviation Form, Exhibit K**

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

**12. General Bus Data Sheet, Exhibit L**

Offeror shall complete and submit Exhibit L, per the requirement set forth in Section III “Evaluation and Award”.

**SECTION III: EVALUATION AND AWARD**



## SECTION III. EVALUATION AND AWARD

### A. EVALUATION CRITERIA

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

**1. Technical Requirements 45%**

Offeror's understanding of the Authority's needs and requirements; compliance with performance requirements; proposed vehicle design; proposed construction, forecasted reliability, provided warranties, gross vehicle weight requirement, quality assurance; past experience with the proposed bus platform; complete the General Bus Data Sheet; exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions; ability to meet proposed delivery dates; warranty coverage.

**2. Qualifications, Related Experience and Project Management 15%**

Demonstrate competence in the product and service to be provided; the nature and relevance of recently completed work; staffing capability, work load and record of meeting schedules on similar projects; strength and stability as a business concern; strength of dealer/manufacturer relationship; and supportive client references; understanding the Authority's needs; federal compliance; the logic of the Proposer's proposed project organization as measured by lines of reporting and control; adequacy of labor resources; lead time, reasonableness of proposed schedule; training and documentation.

**3. Cost and Price 40%**

Reasonableness of the price per vehicle and total price and competitiveness with other offers received; adequacy of data in support of figures quoted and completion of required documentation.

### B. EVALUATION PROCEDURE

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

At the conclusion of the proposal evaluations, Offerors remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). In the

BAFO request, the firms may be asked to provide additional information, confirm or clarify issues and submit a final cost/price offer. A deadline for submission will be stipulated.

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

**C. AWARD**

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

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

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

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

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

**D. NOTIFICATION OF AWARD AND DEBRIEFING**

Offerors who submit a proposal in response to this RFP shall be notified via CAMM NET of the contract award. Such notification shall be made within three (3) business days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain a debriefing concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and the Authority must receive it within three (3) business days of notification of the contract award.

**SECTION IV: TECHNICAL SPECIFICATIONS**

### **TECHNICAL SPECIFICATIONS**

The Authority intends to purchase up to 13, 22-foot (+/-1') gasoline powered cutaway buses, Class B, Ford E450, with an option for ten (10) additional units. These buses are intended for the widest possible spectrum of passengers, including children, adults, the elderly, and persons with disabilities.

The basic vehicle, both chassis and body, must be 2023-2024 model year, factory production, medium duty, Altoona tested cutaway vehicle rated to a seven (7)-year, 200,000 miles designed life, equipped with five American with Disabilities Act (ADA) stations (see Attachment 2); a design that is cataloged by the manufacturer and for which manufacturer's published literature and printed specifications are currently available.

The specification is intended for use in the purchase of a new and complete vehicle unit and all equipment and accessories necessary for its operation. All parts, equipment and accessories shall be new and completely installed, assembled and/or adjusted as required. The buses are required to meet all regulations, standards and laws including revisions, at the time of bus acceptance and through the term of the contract.

The Contractor shall begin production of the First Article (FA) bus upon receipt of the Notice to Proceed (NTP), in accordance with the manufacturing schedule provided by the Contractor and approved by the Authority. Upon approval of the FA, there will be a secondary NTP for the production run.

The schedule provided by Contractor must be realistic and meet or exceed the Authority's requirements. **The cutaway bus deliveries must be completed no later than November 30, 2024.**

The Contractor, prior to delivery, shall be responsible for the licensing and registration of each vehicle. All buses shall be delivered cleaned and with a full tank of gas.

As part of the proposal submission, Contractor must provide:

1. One (1) copy of the vehicle's California Air Resources Board Executive Order.
2. Manufacturing Location(s) – Contractor must indicate all the intended location(s) where the vehicles will be manufactured, assembled, integrated, etc., including the address, city and state of each location.
3. Table with Gross Vehicle Weight Rating (GVWR) and weight calculations to include ADA equipment, components, accessories, passenger and driver.

4. Scaled elevation drawings depicting exterior, interior views and five ADA accommodations.
5. Proposed gasoline tank size, and estimated vehicle range at GVWR.
6. One (1) copy of the final Altoona Bus Testing report.
7. Using as a reference the NTP with the FA unit, Contractor to indicate in number of weeks the proposed production and delivery schedule for the following for the FA.
8. One (1) FA unit must be delivered to the Authority in a fully functional and fully operational state of completion, ready to be deployed in revenue service, having all systems and components in operation, **no later than twenty-six (26) weeks after receiving the NTP with the FA.**
  - a) Authority's delivery location:  
Santa Ana Base  
4301 West MacArthur Boulevard  
Santa Ana, California 92704
  - b) The Contractor shall produce one (1) FA bus with respect to the base order. The FA bus shall demonstrate that the bus fully meets all contractual requirements. The FA bus shall be inspected, tested, and approved by the Authority prior to making the decision to move forward with the production of the remaining order.
  - c) An FA inspection shall include both a physical configuration inspection and a functional demonstration. The FA's inspections shall be conducted at the Contractor's facilities and the Contractor shall furnish the Authority, prior to each inspection, a written inspection and demonstration plan for each item intended for review. The Authority's inspectors shall attend each FA inspection unless the Authority provides a written waiver of its right to attend any such inspection. The results of each FA inspection shall be documented by the Contractor in a format deemed acceptable to the Authority and all documents relating to the inspection shall be forwarded to the Authority's Contract Administrator.
  - d) Additionally, upon arrival to the Authority's facilities, the FA build shall be evaluated/tested for a period up to four (4) weeks. The evaluation/testing shall start after the bus is licensed, registered and delivered to the Authority and all, if any detected discrepancies, are repaired and/or corrected to the Authority's satisfaction. The four (4) week evaluation/testing shall include, at the Authorities' discretion,

compliance with specifications, compliance with regulations, California Highway Patrol inspection, ergonomics, driver's reach and controls, wheelchair locations, securement, placement, pressure and actions required to activate pedals, switches, knobs, access doors, driver's field of view, windshield glare, interior and exterior lighting, vehicle handling, vehicle's ability to maintain its intended course and direction of travel, steering, braking, turning radius, suspension, approach and break over angles, vehicle range, handling of slopes, power plant, to include entire and individual pieces of the fuel system, fuel consumption, maintenance logging of break downs, fittings, connections, and others as applicable.

- e) At the Authority's discretion, the evaluation period may be extended based on exhibited vehicle performance and required timelines to complete the evaluation processes.
- f) Upon acceptance of the FA, a second Notice to Proceed (NTP) letter will be provided to authorize the startup of production of the remaining vehicles.

9. Production Buses

- a) Using the second NTP with the production buses as a reference, Contractor must indicate the number of weeks that it will take to commence and complete the manufacturing and final delivery, to the Authority's Santa Ana Base, of the complete production run.
- b) Manufacturing Location(s) – Contractor must indicate all the intended location(s) where the vehicles will be manufactured, assembled, integrated, etc., including the address, city and state of each location.
- c) The Authority intends to secure contracted inspection services to provide the in-plant manufacturing inspection services for these vehicles. As such, the Contractor shall assume the financial responsibility for compensating the Authority's contracted inspection services resulting for any delays or deviations, from the proposed, and/or agreed upon manufacturing and production schedule and working weekends.

10. Particular attention is given to features that will provide the safest possible vehicle for transporting people. These features include a steel cage that surrounds the passengers to protect them during accidents. Wheel housing shall be constructed of heavy gauge steel and provide ample tire clearance during all operating conditions. The Contractor must provide structural drawings depicting the proposed structural configuration including steel

plates and framing intended to protect the passengers from a broken driveshaft breaking through the floor into the passenger compartment, and a heat shield intended to provide protection against heat generated by the exhaust/catalytic converter combination.

11. Buses will be delivered with a complete OCTA decal package using the Authority's Identity package for cutaway buses. **See Attachment No .1**
12. Each vehicle shall be equipped with seven (7) original equipment manufacturer (OEM) white matching steel-disc wheels (including one full spare mounted and balanced). The rated capacity shall equal or exceed the GVWR of the vehicle.
13. Vehicle shall be equipped with a roof mounted HVAC designed, and sized to fulfill the cooling requirements of the vehicle.
14. The entrance step height shall not be more than 10.75-inches, as measured from ground level, and each step-riser shall be no higher than 8-inches. The step well shall incorporate LED lights to illuminate the step tread area when the entry door is opened. The steps shall be designed so that water will not pool at any time.
15. InterMotive Gateway or High Lock systems which provide a wheelchair interlock and high idle system to prevent the bus from moving with the wheelchair lift in operation; system should go into fast idle mode while the lift is in operation, and during all extreme load conditions. The interlock system shall be a fully automatic, solid state, microprocessor-controlled unit (Ref. InterMotive ILIS 501) or approved equal capable of self-diagnosis. Interlock shall utilize an LED display panel to show subsystem status.
16. Contractor must provide detailed warranty table to include at minimum all pertinent items, i.e., original equipment warranty, complete bus, powertrain, suspension, rust, destination sign, fire suppression system, on board video surveillance system, Conduent provided components intended for communication including all cabling and components, ADA equipment, flooring, Telma retarder, mirrors, roof hatch, seating, door system, body structure and others as applicable. **See Section VII, Warranty.**
17. Contractor shall be responsible for providing detailed, scaled drawings with dimensions, including all views (front, rear, top and both sides) and, in electronic AutoCAD and Adobe Illustrator format. These files will be used by the Authority's Marketing Department to evaluate and re-design the Identity package if needed.
18. A Kidde automatic fire suppression system shall be installed, using the component list in **Attachment No. 3**. The fire suppression system must be

wired into the ITMS radio system IVU, so that fire alarms are broadcast through the ITMS radio. Fire suppression system power needs to be connected on the vehicle side of the battery switch.

19. A March Networks On-Board Video Surveillance System (OBVSS) shall be installed in accordance with **Attachment No. 4**.
20. The vehicle shall be fully installed with a Conduent® ITMS radio system, in accordance with **Attachment No. 5**.
21. All front stanchions, driver's entry door & windshield support stanchions to be yellow powder coat - stanchion fittings to remain stainless steel
22. A yellow stanchion shall be located by the front entrance door for mounting a Diamond farebox; the farebox will require 12V power for the farebox light. The stanchion shall be pre-drilled to accommodate the Authority's farebox. Jig/template will be provided by Authority.
23. Entry door full length stanchions - yellow powder coat, yellow handles added to entry door to be yellow powder coat.
24. No towing from chassis, from manufacturer to dealer.
25. Key all units alike to Authority key code; code to be provided.
26. Standard Authority's battery box, cable routing and connections; terminal blocks to be used under the hood and in the battery box for power and Battery Terminal Connections. No stacking of cables. All harnesses that are added to the vehicle will be secured to the frame at a maximum of 24" intervals. Plastic wire ties are not acceptable. A wiring diagram must be submitted upon vehicle delivery that will match the as-built wiring for each vehicle. See **Attachment No. 6** for example.
27. The fuse box must be properly labeled to identify each circuit with a corresponding label identifying the function attached to the fuse box cover.
28. Thirty-six (36) "L" Track Mounted to StreetSide Wall, or under flip-up seats for QRT Storage.
29. Thermal insulation may be required for the underside of the driver's station and the battery box exposed to the heat of the exhaust system, to prevent the temperature of battery box and the driver's floor area from exceeding ambient temperature. This thermal insulation should be clear of any obstruction or rubbing issues with other components surrounding the insulation. If the battery box is near the entrance door, steps at the entrance



area should have good insulation to prevent floor area from exceeding ambient temperature.

30. Bus frame shall resist corrosion or deterioration from atmospheric condition and/or road salts. The bus frame should have proper undercoating to prevent any corrosion.
31. The bus shall be equipped with a FleetWatch combination bus mileage/fluid management system transponder that shall be installed and programmed with the Authority vehicle's ID number and odometer mileage. The system shall be capable of communication at the Authority's fuel island, or other location to be determined in accordance with **Attachment No. 7**. Use of this device will not impact or be impacted by other devices operating in the vehicle, or vehicles, on a CAN-bus network and/or platform.

The module must be accessible by a mechanic, without removing panels or other electronic devices or components.

The Authority shall approve the location of the FleetWatch datalogger module during the presentation/evaluation of the first article bus.

The Contractor must contact FleetWatch to obtain the latest transponder/interface required for the Authority's existing configuration.

S&A Systems Inc., Rockwell, Texas, phone (972) 722-1009.

FleetWatch contact information:

Jeremy Rothermel

S&A Systems, Inc.

FleetWatch Customer Support

972-722-0981

992 Sids Rd., Rockwall, TX 75032

jeremy@fleetwatch.com

[www.fleetwatch.com](http://www.fleetwatch.com)

32. Exterior

The Contractor, as shown below, shall be responsible for installing the van's exterior, Identity package including, any and all, decals or paintings on the van.

The exterior decals shall consist of the following basic elements and the Authority reserves the right of final approval upon acceptance of the FA's prototype. Decals shall consist of 3M reflective 580 series material with 9700 series ink.

- a) "Swoosh" Stripe decals consisting of PMS 2935 Blue and PMS 151 Orange colors.
- b) OCTA logos and identification
- c) OCTA 4-digit vehicle ID numbers
- d) Rooftop ID number, 48 inches
- e) CA commercial carrier number (CA 100967)
- f) "OC ACCESS" text on all sides
- g) OCTA approved roof line reflective arrows.

#### Basic Exterior Sample

The basic color layout is white. Signs shall be durable and fade, chip, and peel-resistant; they may be painted signs, decals, or pressure-sensitive appliqués. All decals shall be sealed with clear, waterproof sealant around all exposed edges if required by the decal supplier. Signs shall be provided in compliance with the ADA requirements defined in 49 CFR Part, Subpart B, 38.27. **See Attachment No. 1.**

33. Parts books, manuals and drawings: The following shall be provided at time of delivery. The information shall be organized in a thumb drive with each section clearly identified. A draft copy must be available for review and acceptance prior to preproduction meeting.
- a) A complete set of operating instructions, troubleshooting guide, inspection and service guide and detailed manufacturers parts list.
  - b) A complete "as built" electrical wiring diagram covering all electrical equipment and electrical circuits installed, complete with wiring codes for each vehicle ordered, including the integration of the OBVSS, ITMS radio system, Fluid management system, and fire suppression systems with the bus electrical system.
  - c) All manuals for the bus accessories, to include complete parts guide, and equipment to include wheelchair lift, air-conditioning system, tie downs, seating, heater, etc.
  - d) The Contractor shall have available complete bus maintenance manuals to include the engine, transmission, and OEM chassis as well as a complete parts manual for each component. Also, the Contractor shall include OEM part numbers if available.
  - e) All manuals should be in accordance with the latest updates.
34. Quality Assurance (QA) Requirements

- a) Contractor shall establish and maintain an effective in-plant quality assurance organization. It shall be a specifically defined organization and should be directly responsible to the Contractor's top management.
- b) The quality assurance organization shall exercise quality control over all phases of production from initiation of design through manufacture and preparation for delivery. The organization shall also control the quality of supplied articles.
- c) The quality assurance organization shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and acceptance/rejection of materials and manufactured articles in the production of the transit buses.

35. Quality Assurance Organizational Functions

The quality assurance organization shall include the following minimum functions.

- a) The quality assurance organization shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements.
- b) The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the Resident Inspectors. Inspection and test records for this procurement shall be available for a minimum of one (1) year after inspections and tests are completed.
- c) The quality assurance organization shall detect and promptly assure correction of any conditions that may result in the production of defective transit buses. These conditions may occur in designs, purchases, manufacture, tests, or operations that culminate in defective supplies, services, facilities, technical data, or standards.

36. Basic Standards and Facilities

The following standards and facilities shall be basic in the quality assurance process.

- a) Contractor shall maintain drawings, assembly procedures, and other documentation that completely describe a qualified bus that meets all of the options and special requirements of this procurement. The

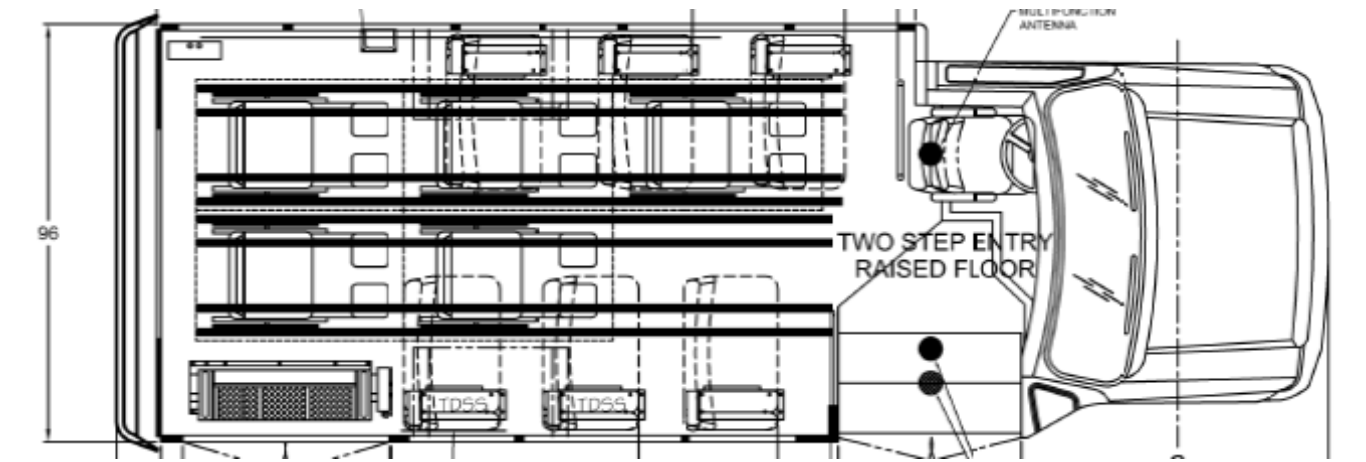
quality assurance organization shall verify that each transit bus is manufactured in accordance with these controlled drawings, procedures, and documentation.

- b) Contractor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance organization to verify that the buses conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known valid relationships to national standards.
- c) Production jigs, fixtures, tooling masters, templates, patterns, and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusted, replaced, or repaired as required to maintain quality.
- d) Contractor's gauges and other measuring and testing devices shall be made available for use by the resident inspectors to verify that the buses conform to all specification requirements. If necessary, the Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.



**ATTACHMENT NO. 2**

**Interior Seating**



12 passengers or 5 ADA

**ATTACHMENT NO. 3**

Kidde Automatic Fire Detection and Suppression System

| Pos | Product  | Part Number | Quantity |
|-----|--|-------------|----------|
| 1   | Control Panel - Fire   | 413410-14   | 1        |
| 2   | Manual Activation Switch   | 477544      | 1        |
| 3   | Battery Backup Module (12V-12V) w/ Battery   | 421915-2    | 1        |
| 4   | Reset Switch   | 421440      | 1        |
| 5   | PM-3M Optical Detector   | 420010      | 2        |
| 6   | Armor Linear Thermal Detector (ALTD) -10FT   | 476265-10   | 1        |
| 7   | Mounting Clip - Armored LTD  | 476845-1    | 20       |
| 8   | Red Linear Thermal Detection - 4ft   | 421430-4    | 1        |
| 9   | Double headed tie wrap   | 404788-1    | 10       |
| 10  | LTD grommet  | 404787      | 10       |
| 11  | EXTGR,PK,Vertical,G-RIGHT, 9.8L  | 477126-127A | 1        |
| 12  | Bracket, Extinguisher, Floor Mount   | 474959      | 1        |
| 13  | Bushing, Reducer - 1"X3/4" NPT   | 5406-16-12  | 1        |
| 14  | Nozzle, Dry Chemical   | 474946      | 4        |
| 15  | 90-degree bracket  | 420584      | 1        |
| 16  | Distribution block   | 420588      | 1        |
| 17  | 1/2" NPT plug  | 5406-P-08   | 1        |
| 18  | Harness, Main  | 421478      | 1        |
| 19  | Harness Assy, Battery Back-up Unit   | 474985      | 1        |
| 20  | Harness Assy - BBU to Battery  | 474986      | 1        |
| 21  | Harness - interconnect - 13ft  | 420373-13   | 1        |
| 22  | Harness - interconnect - 10ft  | 420373-10   | 1        |
| 23  | Harness - interconnect to EPM - 10ft   | 476668-10   | 1        |
|     |  |             |          |
|     | <b>If a horizontal extinguisher config is required, replace items 11 &amp; 12 with items 24 &amp; 25</b> |             |          |
| 24  | EXTGR,PK,Horizontal ,G-RIGHT. 9.8L   | 477126-527A | 1        |
| 25  | Bracket, Extinguisher  | 409475      | 1        |

**ATTACHMENT NO. 4**

On-Board Vehicle Surveillance System (OBVSS)

The following general requirements shall be used to define the overall OBVSS. The OBVSS shall include the most current model of mobile digital video recording system manufactured by March Networks Incorporated that complies with National Defense Authorization Act (NDAA)-compliant. The objective and general guidelines are as follows:

The system shall be a turnkey, digital OBVSS, fully supported by the March Networks, an integrator, or both. The system at a minimum shall include the following:

1. The system shall operate on input vehicle power between 9-32 vdc.
2. Include a NVR with an internal Solid-State Device (SSD) data storage capacity of 150 hours minimum at four (4) frames per second recording speed and 352 x 240 resolution with up to six (6) video input channels and two (2) audio input channels utilized and operating simultaneously.
3. Data review via all the following: remote wireless connectivity, direct Ethernet/serial interface via laptop, and removable hard drive utilizing an external docking station.
4. The system shall use MPEG-4 audio/video compression algorithm for data downloading.
5. Data download via secured WPA encrypted standard 802.11g protocols that permit remote wireless downloading of thirty (30) minutes of video and audio data from all audio/video channels (per item number 2 above) in ten (10) minutes or less.
6. The OBVSS shall be equipped with one impact sensor specifically designed for transit that responds to changes in acceleration on its X and Y axis. The OBVSS supplier shall provide engineering support to properly position, locate, and calibrate the impact sensor for proper circuit closure, approximately 4g's.
7. Events shall be "flagged" via a variety of programmable inputs, to include, operator activation of a switch, operator activation of the ITCS silent alarm function and automated inputs, such as, speed, acceleration, etc.
8. The on-board system shall be equipped with GPS and a means of synchronizing with actual time.
9. The on-board system shall be equipped with a UPS system capable of ten (10) minutes of back up.
10. The vehicle shall be equipped with a silent alarm / event flagging button for triggering events.
11. To the extent practical, all OBVSS devices mentioned in this section shall be installed within a single enclosure, excluding cameras, and located behind the driver above the left front wheel housing.

MOBILE DIGITAL NETWORK VIDEO RECORDER (NVR)

The March Networks OBVSS NVR complies with National Defense Authorization Act (NDAA)-compliant. The system shall have an internal Solid-State Device (SSD) hard drive with a minimum 150 hours of storage space, recording at least four (4) frames per second



and a minimum 352 x 240 resolution with six (6) video input channels and one (1) audio input channel utilized and operating simultaneously. The NVR shall include a compatible hard drive docking station for data retrieval and review. The NVR shall provide built-in secured file format using digital encryption security features to protect system and data integrity as well as system settings and cabling connections. Further, the NVR shall include the following features and functionality:

The NVR must be of a size and weight to permit installation and operation on board fixed route or Paratransit type vehicle and operate in an ambient temperature environment of 30°F – 130°F.

1. NVR shall be certified to durability testing as defined in SAE J1455 for shock, vibration, J1113 for EMI/RFI, and meet NEMA 4 standards as defined in NEMA Standards Publication 250-2003 Enclosures for Electrical Equipment.
2. The NVR shall capture data at vehicle startup and continue recording after shutdown (ignition off). The recording after shutdown shall be user programmable up to maximum of ninety (90) minutes.
3. At a minimum two motion detection sensors shall be installed or built-in with the IP cameras for capturing movement on the vehicle when recording is necessary after fifteen (15) minutes of vehicle shutdown. The motion detectors shall be mounted on the curbside of vehicle and capable capturing any movement within the vehicle.
4. The NVR shall digitally capture and store data to its hard drive in a linear continuous indefinite sequence that as disk space fills writes over old information not stored as a flagged event.
5. The NVR shall record the time/date/latitude/longitude from the GPS and attach to the audio/video file.
6. Include on separate channels, a minimum of six (6) video inputs.
7. Each of the video channels shall independently permit user selectable frame rate recording speed up to thirty (30) frames per second.
8. Minimum of one (1) audio input recording at full-motion rate fully synchronized with the video. Each audio input shall provide filtering for vehicle noises while recording.
9. The NVR shall utilize a secured removable Solid-State Device (SSD) hard drive for optional physical removal/exchange of the hard drive cartridge enclosure for review.
10. The NVR shall capture and catalog a user-defined quantity of events that are time/date stamped and filed for easy removal/access. Events shall be stored in a non-volatile memory location that cannot be overwritten without proper system administration access.
11. The NVR shall include a user programmable pre-alarm and post-alarm recording buffer up to maximum ten (10) minutes for all connected inputs.

12. The NVR shall receive impact sensor data, Authority selected discrete ON/OFF or J1708, J1939/CAN vehicle signals, operator-initiated incident/event trigger, and silent alarm activation (panic button) via auxiliary inputs (minimum 4 inputs).
13. The NVR shall be capable of providing wireless live-feed or image transfer to a remotely accessed vehicle fitted with appropriate optional router equipment.
14. The NVR shall include a health monitoring / system diagnostic function that during system startup checks functionality of all connected inputs, backup system, network connection, and hard drive integrity. The system supplier is encouraged to deploy methods that can determine if camera lenses are dirty, etched, or partially covered. The system shall include a system fault indicator, which provides indication only during system faults. System faults shall be transferred automatically via wireless download upon site/vehicle interface.
15. The NVR shall be capable of communicating and synchronizing with an on-board event data recorder.

## CAMERAS

The OBVSS shall include mobile environment rated low profile, vandal resistant housed cameras. All the interior cameras shall be designed to operate in low lighting conditions. The interior and exterior camera housings shall be resistant to scratching, moisture, fogging, dust, shock, and vibration and meet NEMA 4X standards.

The vehicle shall be equipped with two IR illuminating devices to assist proper interior camera operation during complete darkness.

Interior cameras shall be positioned to provide the best possible coverage. The exterior cameras shall be positioned with one (1) forward facing located within the display head sign compartment and the other providing parallel vehicle side coverage from the curbside front to the rear of the vehicle.

The Contractor shall submit a proposed camera, IR illuminator, and audio layout and receive Authority's approval prior to installation, approval to include camera quantity and location. Authority's suggested layout of cameras and related equipment is in the following diagram.

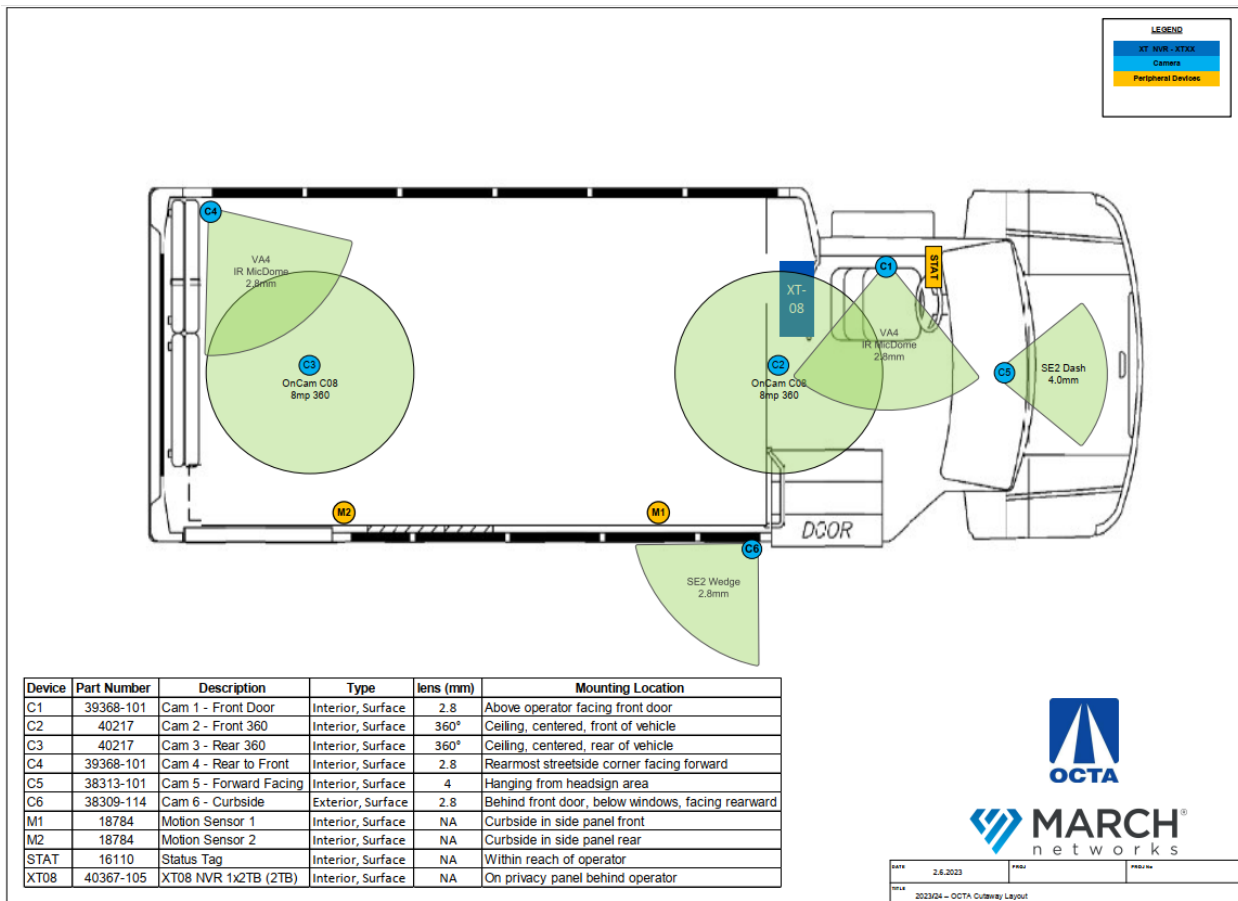
## ACCESS BUS CAMERA/AUDIO LAYOUT

### Cameras

- 4 Interior, (2) 360 cameras, (2) IP cameras with built-in microphone
- 1 HD camera Forward Facing
- 1 HD camera Curbside

Audio

Digital microphone built-in with IP camera



| Item Number | Product ID | Product Name                             | DESCRIPTION  | QTY | Notes                      |
|-------------|------------|--|--|-----|----------------------------|
| 1           | 40367-105  | NVR XT08 G1 SSD 1X2TB                    | XT08 - IP Mobile Recorder, 8 IP channels, 8 POE, 200Mbps, 1x2TB, 2TB of internal SSD storage.  | 1   |                            |
| 2           | 39368-101  | CAM C2403A VA4 IR MICDOME 2.8MM RJ45     | VA4 IR MicDome - 2.8mm Fixed Lens, 4MP HDR, RJ45, Integrated Microphone, Dynamic IR, IP66/IK10   | 2   |                            |
| 3           | 38313-101  | CAM C2002A SE2 DASH 4.0MM                | SE2 Fleet Dash Camera - 4.0mm Fixed Lens, HDR, PoE, RJ45   | 1   |                            |
| 4           | 38309-114  | CAM C2702A SE2 WEDGE 2.8MM RJ45 WHT      | SE2 Fleet Wedge Camera - H.264, RJ45, PoE, 2.8mm fixed iris lens, White Housing.   | 1   |                            |
| 5           | 40217      | CAM C-08 O/D PLUS                        | Oncam C-08 Outdoor Plus Camera - 8MP 180/360, HDR, D/N, Alarm I/O, Audio input, POE, IP69K, IK10   | 2   |                            |
| 6           | 30200-101  | CBL GTXX G1 STATUS ALARM HARNESS L=4.000 | Breakout Cable Harness - 4-inch (10.16cm) - Connects recorder to 1 status/tag module, 1 switch, and 5 alarms. Compatible with RideSafe GT and XT   | 1   |                            |
| 7           | 16110      | STATUS INDICATOR/TAG MODULE              | Status LED/Tag Module - Includes tag/alarm button (to mark video segment for download) and LED (indicates system recording status and camera fault). Compatible with RideSafe MT, GT and XT Series         | 1   |                            |
| 8           | 16442-25   | FG STATUS TAG MODULE CABLE 25FT          | Status Module Extension Cable - 25 feet (7.6m) - Connects module to recorder. Includes connector at each end. Straight socket to straight socket. Compatible with RideSafe MT, GT and XT Series Recorders. | 1   |                            |
| 9           | 18781-14   | CABLE, MOBILE, MOTION SENSOR, 14' LENGTH | Motion Sensor Extension Cable - 14 feet (4.2m) - Connects sensor to recorder. Compatible with RideSafe MT, GT and XT Series Recorders.   | 1   |                            |
| 10          | 18781-22   | CABLE, MOBILE, MOTION SENSOR, 22' LENGTH | Motion Sensor Extension Cable - 22 feet (6.7m) - Connects sensor to recorder. Compatible with RideSafe MT, GT and XT Series Recorders.   | 1   |                            |
| 11          | 18782      | CABLE, MOBILE, Y, MOTION SENSOR          | Y Motion Sensor Cable - Enables two-channel motion sensor operation when connected to either the RideSafe MT Recorder or the RideSafe GT and XT timer module.  | 1   |                            |
| 12          | 18784      | MODULE MOTION DETECTOR 360 DEGREE DIGITA | Motion Sensor - 360 Degree digital motion sensor. Detection range is 7m x 6m (24ft x 20ft), at a height of 2.4m (8ft). Compatible with RideSafe MT, GT and XT Series Recorders.                            | 2   |                            |
| 13          | 23684      | AUX MDL 5 MINUTE TIMER W/ 5FT CABLE      | Five Minute Timer Module - To initiate recorder boot up sequence following motion detection. Compatible with RideSafe GT and XT Series Recorders.  | 1   | No built-in Timer on XT    |
| 14          | 30202-101  | CBL GTXX G1 POWER ADAPTER L=4FT          | Timer Module Power Adaptor Cable - 48-inch (1.2m) - Compatible with RideSafe GT and XT Series  | 1   | Conenct Timer to XT        |
| 17          | 18930-20   | CABLE, MOBILE, IR PWR, UNTERMINATED, 20' | NA   | 2   | Brake and Silent Alarm     |
| 18          | 35341-103  | CBL CAT5E RJ45-RJ45 SFTP BLK L= 7.60M    | CAT5e Patch Cable - 25 feet (7.6m) - General Purpose. Straight RJ45 plug to straight RJ45 plug, SFTP, black jacket.  | 1   | For NVR<>Router Connection |

## **ATTACHMENT NO 5**

### **Radio Communications**

Conduent All-in-One IVU4000P VoIP Radio System with OpenSky option (to be finalized with Conduent OEM).

Contractor shall be responsible for delivering a bus equipped with all necessary components for a fully functional ITMS radio system based on the All-in-One IVU4000P VoIP with OpenSky option. These items for radio system operations are to be included in the equipment furnished and installed by the Contractor, except for Harris M7300 radio. AUTHORITY will transfer / install the L3Harris M7300 radio upon receipt of the vehicle. The Contractor shall submit a detailed bill of materials to Orange County Transportation Authority for approval after the contract is awarded but prior to the installation or delivery of any pilot or prototype vehicles. This equipment shall be compatible with the Authority's existing communication system. Hardware location shall be determined at the pre-production meeting and may require refinement during the evaluation of the prototype bus.

The following list of Conduent's' All-in-one IVU4000P and other items are provided only as a reference. The Contractor shall be responsible for contacting Conduent to secure the most accurate and up-to-date bill of materials (BOM), and configuration build for the AUTHORITY, Paratransit bus platform.

All cabinet and wire harnesses shall be custom fitted to a Paratransit chassis so that there is no excess cabling bundled under the dashboard or in the overhead compartment. There should be no more than 6 to 8 inches of extra cable for each component, anything more is excessive, and may cause damage to cables or wire harnesses.

Fire Suppression System Alarms shall be capable of being transmitted over the ITMS Radio system; as well as other predetermined trouble codes to be determined during the building of the First Article Bus.

#### Conduent - Contact Information

Nii Quartey

Conduent, TMS

Program Manager, OEM.

[Nii.Quartey@conduent.com](mailto:Nii.Quartey@conduent.com)

7160 Riverwood Dr.

Columbia, MD 21046

443-259-7386 PH

301-792-2085 Cell.

|   |
|---|
| IVU4000P for 6 Vehicles   |
| Tablet Dock   |
| OBD-II to USB converter (CAN converter for discrettes and Intermotive gateway)    |
| Ethernet cable,5 meter  |
| Tablet power cable  |
| USB 2.0 A to B cable, 5 Meters  |
| USB 2.0 A to B cable, 5M  |
| USB Handset   |
| Handset Clip  |
| RAM Mount   |
| USB to 4 Isolated Inputs Digital Interface Adapter                                |
| HERE License (2 years priced, any additional pricing will be added into warranty) |
| 1 Critical Spare: IVU4000P Tablet   |

All-in-one VoIP IVU4000P unit

## Mobile Routers and Antenna

### Mobile Router

- a. Contractor shall provide and install a Cradlepoint, or approved equal, router, model number IBR1700-1200M, modular modem MC400 plus five (5) year Advance licensing and a compatible 9-in-1 antenna for each bus. The router shall be mounted within the electronics cabinet using 3.5-inches of 1-inch-wide 3M Dual Lock SJ3560 applied according to the manufacturer's directions along the mounting holes edge of each side of the mobile router. The 9-in-1 antenna (4 cellular input, 4 Wi-Fi and 1 GPS) shall be mounted at a location approved by Authority's project manager. Power, ground, and ignition signal shall be sourced from the same points as the 12 Volts of the ITMS radio power source.
- b. In addition, each mobile router shall be pre-paid and added to Authority's Cradlepoint ECM Prime account and Authority's CradleCare account for a period of five (5) years. Cradlepoint ECM shall be at Prime service level and CradleCare shall be at full-service level to include:
  - i. Twenty-four (24) hours per day, seven (7) days per week qualified phone support and twelve (12) hours per day, five (5) days per week portal/chat support for Cradlepoint routers, NCM and NetCloud Gateway
  - ii. Next business day replacement
  - iii. Service level targets
  - iv. Knowledge Base access
  - v. NetCloud OS upgrades
  - vi. Extended router warranty for term of CradleCare license
- c. **Cloud Services** – Cloud Services for management of the mobile routers for a period of five (5) years shall be provided. At minimum, the cloud services shall meet the following features, functionality, and specifications:
  - i. Open API such that third-party applications can interphase with the cloud service to provide added value functionality.
  - ii. Manage user access at multiple levels.
  - iii. Single point management of all mobile routers in Authority's fleet
  - iv. Fleet configurations that provide the ability to set-up and save a single router, then copy that configuration to another router, group, or fleet.

- v. Group configurations that provide the ability to designate groups of routers with individual configurations to be managed together.
  - vi. Remote firmware management that provides the ability to download and apply firmware to a single router, group, or fleet.
  - vii. GPS based location services.
  - viii. Command line interface to individual routers in real-time.
  - ix. Historical storage of data for a minimum of ninety (90) days.
- d. **Alert System** – Provides the ability for the router to alert the system administrator of critical issues with the router. The system shall be capable of alerting via the cloud interface, through SNMP trapping, and email. Alerts shall be configurable for the following:
- i. Down time
  - ii. Security
  - iii. Data usage
  - iv. Hardware failure
  - v. Geo-fencing
- e. **Support** – Technical support for the mobile routers for a period of five (5) years shall be provided. At minimum technical support shall meet the following features, functionality and specifications:
- i. Unlimited twenty-four (24) hours per day, seven days per week phone support
  - ii. Carrier specific support
  - iii. Dedicated assigned technical engineer
  - iv. Complete access to technical training on the router, networking and cloud services
  - v. Unlimited access to firmware, software, feature upgrades, and patches
  - vi. Priority consideration for advanced access to features and beta testing

Mobile Router IBR1700-1200M, MC400 & Cellular GPS Antenna (9-in-1, 4-in-1)



**ATTACHMENT NO. 6**

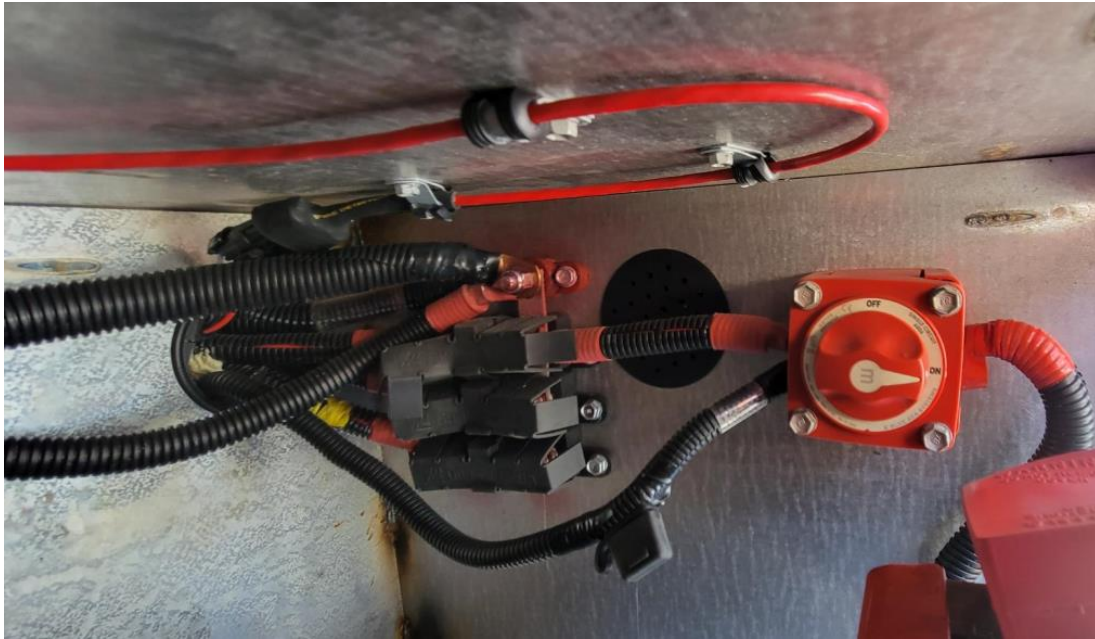
Battery Box Configuration



Battery Box Configuration



Battery Box Configuration





**ATTACHMENT NO. 7**

**FleetWatch Fluid Management System**


Below is just for example purpose. The Contractor must contact FleetWatch for the most updated equipment and installation.

FleetWatch contact information:

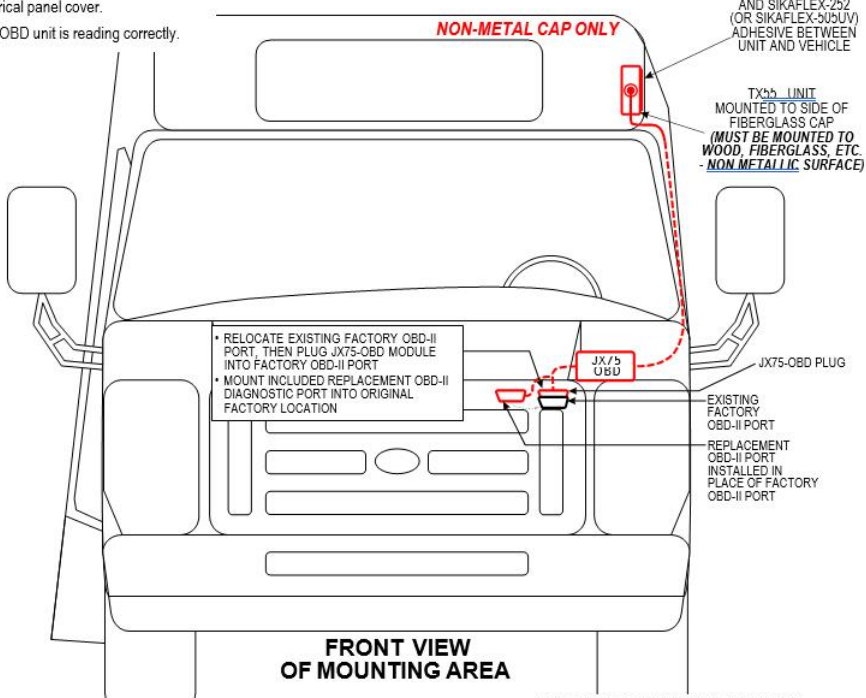
Jeremy Rothermel  
S&A Systems, Inc.  
FleetWatch Customer Support  
972-722-0981  
992 Sids Rd., Rockwall, TX 75032  
[jeremy@fleetwatch.com](mailto:jeremy@fleetwatch.com)  
[www.fleetwatch.com](http://www.fleetwatch.com)

**Transit Shuttles**

- ① JX755 securely mounted behind dash (**JX UNIT MUST NOT INTERFERE WITH SAFE VEHICLE OPERATION!**)
- ② Relocate existing factory OBD-II port, then plug JX75-OBD module into factory OBD-II port
- ③ Mount included replacement OBD-II diagnostic port into original factory location
- ④ TX55 Transceiver unit mounted in side cabinet left of driver's head behind the back electrical panel cover.
- ⑤ Start vehicle and use MR55 to program vehicle number, etc. and to make sure the JX75-OBD unit is reading correctly.



**SIDE VIEW OF MOUNTING AREA**



**FRONT VIEW OF MOUNTING AREA**

3M DUAL LOCK AND SIKAFLEX-252 (OR SIKAFLEX-300UV) ADHESIVE BETWEEN UNIT AND VEHICLE

TX55 UNIT MOUNTED TO SIDE OF FIBERGLASS CAP (MUST BE MOUNTED TO WOOD, FIBERGLASS, ETC. -NON METALLIC SURFACE)

JX75-OBD PLUG

EXISTING FACTORY OBD-II PORT

REPLACEMENT OBD-II PORT INSTALLED IN PLACE OF FACTORY OBD-II PORT

• RELOCATE EXISTING FACTORY OBD-II PORT, THEN PLUG JX75-OBD MODULE INTO FACTORY OBD-II PORT

• MOUNT INCLUDED REPLACEMENT OBD-II DIAGNOSTIC PORT INTO ORIGINAL FACTORY LOCATION

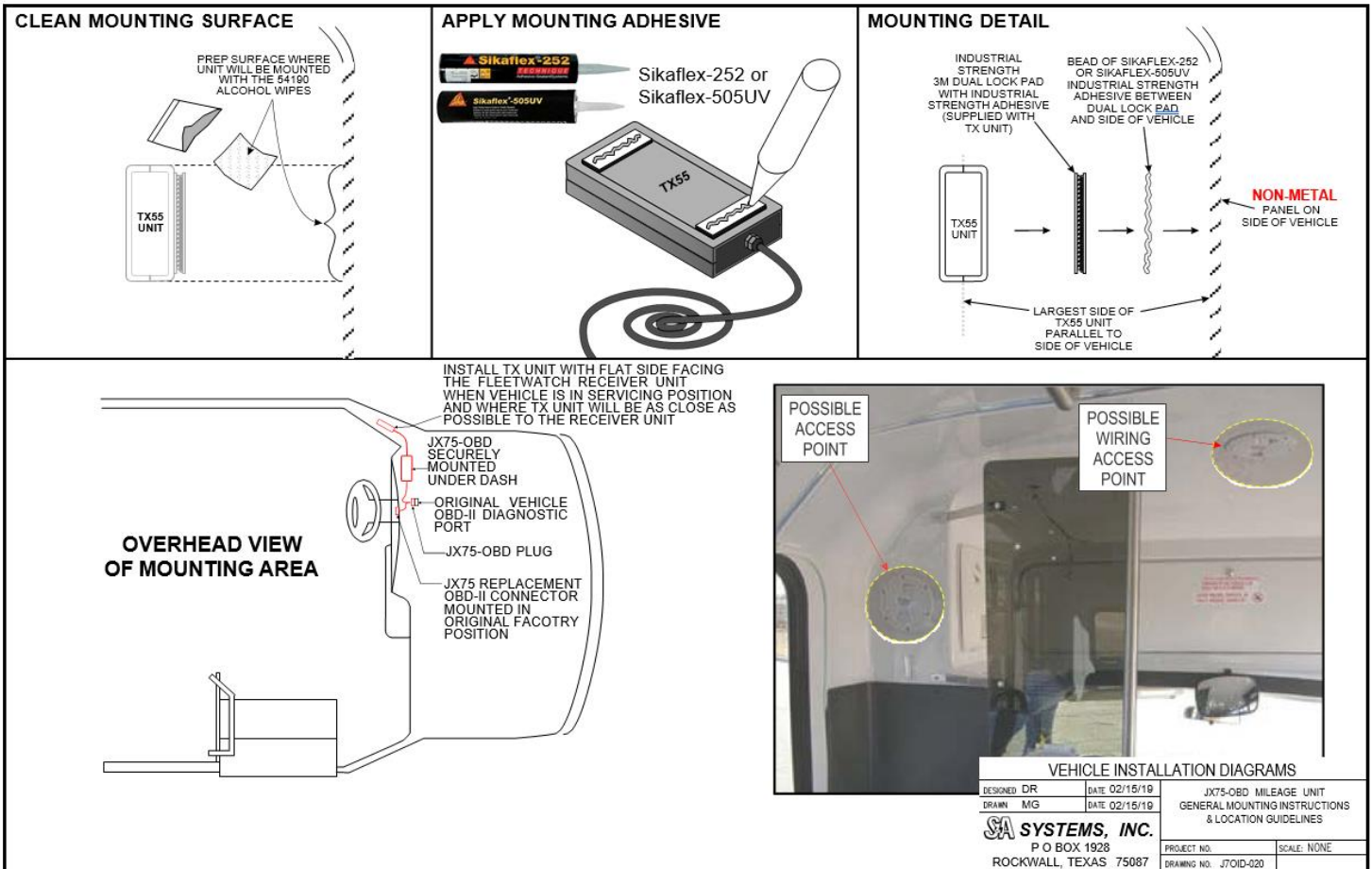
JX75 OBD

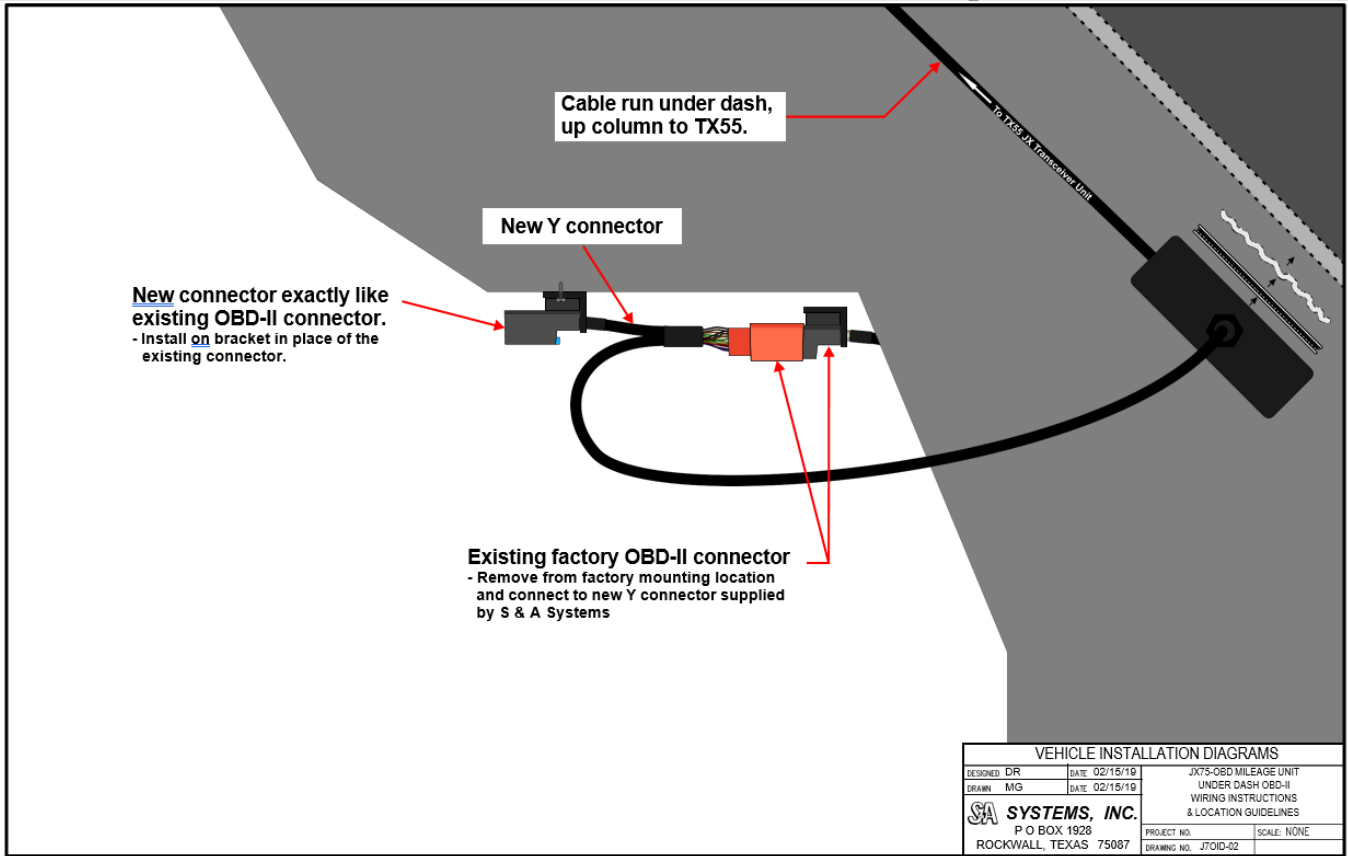
INSTALL UNIT AT APPROXIMATELY 45 DEGREES ON CURVED OR SLANTED PORTION OF TOP

ROUTE TX55 CABLE FROM CAP DOWN TO JX75-OBD MOUNTED UNDER DASH

**VEHICLE INSTALLATION DIAGRAMS**

|   |               |  |
|---|---------------|--|
| DESIGNED DR   | DATE 02/15/19 | JX75-OBD MILEAGE UNIT<br>TRANSIT SHUTTLE<br>MOUNTING INSTRUCTIONS<br>& LOCATION GUIDELINES |
| DRAWN MG  | DATE 02/15/19 |  |
| <b>S&amp;A SYSTEMS, INC.</b><br>P O BOX 1928<br>ROCKWALL, TEXAS 75087 |               | PROJECT NO. _____<br>SCALE: NONE   |
|   |               | DRAWING NO. JT01D-010  |





**SECTION V: COST AND PRICE FORMS**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA AND OFFER**

---

Offeror shall complete and return all forms in this Section with their proposal. Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included in the Offer.

Prices quoted are firm for the term of the Agreement.

1. I acknowledge receipt of RFP 3-2511 Addenda No.(s) \_\_\_\_\_
2. This offer shall remain firm for \_\_\_\_\_ days from the date of proposal.  
(Minimum 180)

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

TELEPHONE \_\_\_\_\_

FACSIMILE NO. \_\_\_\_\_

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

SIGNATURE OF PERSON  
AUTHORIZED TO BIND OFFEROR \_\_\_\_\_

NAME AND TITLE OF PERSON  
AUTHORIZED TO BIND OFFEROR \_\_\_\_\_



|   |
|---|
| <b>Offeror Name:</b>                                |
| Gasoline Powered                                    |
| <b>Class B (Gasoline Powered Cutaway Ford E450)</b> |

Base Price:  
Option Pricing: Items 1 to 45 \$0.00  
Total: Base Price + Option Pricing \$0.00

| Item No. | PRICE SUMMARY SHEET - UP TO THIRTEEN (13) OC ACCESS VAN  | Qty | Unit Price | Extended | Notes/Clarifications |
|----------|--|-----|------------|----------|----------------------|
| 1        | Pilot 22 (+/-1) Foot Gasoline Powered Cutaway Ford E450. Pilot shall include all items specified below (3 through 39) to make one complete unit. <b>Bidders are to provide one all-inclusive pricing for Pilot and identify all ADA components/items as well as all taxable and non-taxable items.</b> | 1   |            |          |                      |
| 2        | 22 (+/-1) Foot Gasoline Powered Cutaway Ford E450  | 12  |            |          |                      |
| 3        | Freedman Foldaway Seat (double)  | 12  |            |          |                      |
| 4        | Freedman Drivers Seat  | 12  |            |          |                      |
| 5        | Freedman Docket 90 cloth (per seat)  | 12  |            |          |                      |
| 6        | Credit for seat delete   | 12  |            |          |                      |
| 7        | Roof Vents   | 12  |            |          |                      |
| 8        | Telma Driveline Brake Retarder   | 12  |            |          |                      |
| 9        | Pentex 200 Amp Alternator  | 12  |            |          |                      |
| 10       | Rear Tow hooks   | 12  |            |          |                      |
| 11       | Kidde Automatic Fire Suppression w/Methane   | 12  |            |          |                      |
| 12       | Exterior LEDs  | 12  |            |          |                      |
| 13       | Interior LEDs  | 12  |            |          |                      |
| 14       | Roof mount AC  | 12  |            |          |                      |
| 15       | Farebox rail/prewire   | 12  |            |          |                      |
| 16       | Additional Battery   | 12  |            |          |                      |
| 17       | Intermotive Gateway Interface/Interlock  | 12  |            |          |                      |
| 18       | Intermotive Pre-Trip Module  | 12  |            |          |                      |
| 19       | Ford Gaseous Fuel Prep Package   | 12  |            |          |                      |
| 20       | Altro Bus Flooring   | 12  |            |          |                      |
| 21       | 40" Entrance Door  | 12  |            |          |                      |
| 22       | Complete OCTA Decal package (NOT TO EXCEED AMOUNT)   | 12  |            |          |                      |
| 23       | Six (6) OEM white matching steel wheels  | 12  |            |          |                      |
| 24       | Spare tire (loose, full size, to match OEM chassis)  | 12  |            |          |                      |
| 25       | Maximum Entrance Step Height of 10.75 inches   | 12  |            |          |                      |
| 26       | All front stanchions powder coated yellow  | 12  |            |          |                      |
| 27       | Yellow stanchion by front door for mounting Diamond Farebox; wired for 12V light.  | 12  |            |          |                      |
| 28       | Entry door full length yellow powder coated stanchions, and yellow powder coated handles added to front door.  | 12  |            |          |                      |
| 29       | Key all units alike to OCTA key code   | 12  |            |          |                      |
| 30       | Anderson SB50 Jump Starter   | 12  |            |          |                      |
| 31       | Fleetwatch combination bus mileage/fluid management system transponder installed and programmed with OCTA vehicle ID and odometer mileage.   | 12  |            |          |                      |
| 32       | Conduent All-in-One IVU4000P VoIP Radio System with OpenSky option (full install)  | 12  |            |          |                      |
| 33       | 2 Way Radio Prep   | 12  |            |          |                      |
| 34       | March Networks On-Board Video Surveillance System (OBVSS)  | 12  |            |          |                      |
| 35       | Wheelchair lift (1000 lbs capacity lift)   | 12  |            |          |                      |
| 36       | Q Straint QRT 360(WC 18) (Additional Position)   | 12  |            |          |                      |
| 37       | 36 inch "L-Track" mounted to streetside interior wall, or under flip-up seats for QRT storage.   | 12  |            |          |                      |
| 38       | ADA/Accessibility Equipment Includes All Needed Equipment  | 12  |            |          |                      |
| 39       | Additional Mobility Aid positions (w/tie downs)  | 12  |            |          |                      |
| 40       | Training Hours (20)  | 20  |            |          |                      |
| 41       | Three sets of 48" x 31" wall schematics of the complete bus electrical system, specific to the Authority's build.  | 3   |            |          |                      |
| 42       | One set of OEM vehicle manuals, schematics, including and including OEM, and add-on components (HVAC, Wheelchair lift, etc.), Preventive Maintenance guidelines, and drawings shall be delivered with the first article; and three more delivered at the end of production.                            | 6   |            |          |                      |
| 43       | Ford OEM online subscription for three years   | 1   |            |          |                      |
| 44       | Scaled drawings with dimensions, including all views (Front, rear, top and both sides) in electronic AutoCAD file  | 1   |            |          |                      |
| 45       | Delivery to Santa Ana, California  | 13  |            |          |                      |
|          | <b>CalACT Base Price - Class B</b>   |     |            |          |                      |
|          | OCTA Optional Equipment  |     |            |          |                      |
|          | Unit Price - (Before Ford GPC and Mobility Discounts)  |     |            |          |                      |
|          | Ford GPC - (Incentive) (Non-Taxable)   |     |            |          |                      |
|          | Ford Mobility - (Rebate) (Taxable)   |     |            |          |                      |
|          | Doc Prep Fee - (Taxable)   |     |            |          |                      |
|          | Base Selling Price   |     |            |          |                      |
|          | ADA Amount - (Non-Taxable)   |     |            |          |                      |
|          | Total Taxable Amount   |     |            |          |                      |
|          | Sales Tax 7.75%  |     |            |          |                      |
|          | CalACT Fee   |     |            |          |                      |
|          | DMV Fee - (Exempt Plates)  |     |            |          |                      |
|          | DMV Electronic Filing Fee  |     |            |          |                      |
|          | Tire Fee   |     |            |          |                      |
|          | <b>Total Price Per Unit</b>  |     |            |          |                      |
|          | <b>Grand total (13 units)</b>  |     |            |          |                      |

|   |
|---|
| <b>Offeror Name:</b>                                |
| Gasoline Powered                                    |
| <b>Class B (Gasoline Powered Cutaway Ford E450)</b> |

Base Price:  
Option Pricing: Items 1 to 44  
Total: Base Price + Option Pricing

\$0.00  
\$0.00

| Item No. | PRICE SUMMARY SHEET - OPTIONAL (10) OC ACCESS VANS  | Qty | Unit Price | Extended | Notes/Clarifications |
|----------|---|-----|------------|----------|----------------------|
| 1        | 22 (+/-1) Foot Gasoline Powered Cutaway Ford E450   | 10  |            |          |                      |
| 2        | Freedman Foldaway Seat (double)   | 10  |            |          |                      |
| 3        | Freedman Drivers Seat   | 10  |            |          |                      |
| 4        | Freedman Docket 90 cloth (per seat)   | 10  |            |          |                      |
| 5        | Credit for seat delete  | 10  |            |          |                      |
| 6        | Roof Vents  | 10  |            |          |                      |
| 7        | Telma Driveline Brake Retarder  | 10  |            |          |                      |
| 8        | Pentex 200 Amp Alternator   | 10  |            |          |                      |
| 9        | Rear Tow hooks  | 10  |            |          |                      |
| 10       | Kidde Automatic Fire Suppression w/Methane  | 10  |            |          |                      |
| 11       | Exterior LEDs   | 10  |            |          |                      |
| 12       | Interior LEDs   | 10  |            |          |                      |
| 13       | Roof mount AC   | 10  |            |          |                      |
| 14       | Farebox rail/prewire  | 10  |            |          |                      |
| 15       | Additional Battery  | 10  |            |          |                      |
| 16       | Intermotive Gateway Interface/Interlock   | 10  |            |          |                      |
| 17       | Intermotive Pre-Trip Module   | 10  |            |          |                      |
| 18       | Ford Gaseous Fuel Prep Package  | 10  |            |          |                      |
| 19       | Altro Bus Flooring  | 10  |            |          |                      |
| 20       | 40" Entrance Door   | 10  |            |          |                      |
| 21       | Complete OCTA Decal package (NOT TO EXCEED AMOUNT)  | 10  |            |          |                      |
| 22       | Six (6) OEM white matching steel wheels   | 10  |            |          |                      |
| 23       | Spare tire (loose, full size, to match OEM chassis)   | 10  |            |          |                      |
| 24       | Maximum Entrance Step Height of 10.75 inches  | 10  |            |          |                      |
| 25       | All front stanchions powder coated yellow   | 10  |            |          |                      |
| 26       | Yellow stanchion by front door for mounting Diamond Farebox; wired for 12V light.   | 10  |            |          |                      |
| 27       | Entry door full length yellow powder coated stanchions, and yellow powder coated handles added to front door.   | 10  |            |          |                      |
| 28       | Key all units alike to OCTA key code  | 10  |            |          |                      |
| 29       | Anderson SB50 Jump Starter  | 10  |            |          |                      |
| 30       | Fleetwatch combination bus mileage/fluid management system transponder installed and programmed with OCTA vehicle ID and odometer mileage.  | 10  |            |          |                      |
| 31       | Conduent All-in-One IVU4000P VoIP Radio System with OpenSky option (full install)   | 10  |            |          |                      |
| 32       | 2 Way Radio Prep  | 10  |            |          |                      |
| 33       | March Networks On-Board Video Surveillance System (OBVSS)   | 10  |            |          |                      |
| 34       | Wheelchair lift (1000 lbs capacity lift)  | 10  |            |          |                      |
| 35       | Q Straint QRT 360(WC 18) (Additional Position)  | 10  |            |          |                      |
| 36       | 36 inch "L-Track" mounted to streetside interior wall, or under flip-up seats for QRT storage.  | 10  |            |          |                      |
| 37       | ADA/Accessibility Equipment Includes All Needed Equipment   | 10  |            |          |                      |
| 38       | Additional Mobility Aid positions (w/tie downs)   | 10  |            |          |                      |
| 39       | Training Hours (20)   | 10  |            |          |                      |
| 40       | One sets of 48" x 31" wall schematics of the complete bus electrical system, specific to the Authority's build.   | 1   |            |          |                      |
| 41       | One set of OEM vehicle manuals, schematics, including and including OEM, and add-on components (HVAC, Wheelchair lift, etc.), Preventive Maintenance guidelines, and drawings shall be delivered with the first article; and three more delivered at the end of production. | 4   |            |          |                      |
| 42       | Ford OEM online subscription for three years  | 1   |            |          |                      |
| 43       | Scaled drawings with dimensions, including all views (Front, rear, top and both sides) in electronic AutoCAD file   | 1   |            |          |                      |
| 44       | Delivery to Santa Ana, California   | 10  |            |          |                      |
|          | <b>CalACT Base Price - Class B</b>  |     |            |          |                      |
|          | OCTA Optional Equipment   |     |            |          |                      |
|          | Unit Price - (Before Ford GPC and Mobility Discounts)   |     |            |          |                      |
|          | Ford GPC - (Incentive) (Non-Taxable)  |     |            |          |                      |
|          | Ford Mobility - (Rebate) (Taxable)  |     |            |          |                      |
|          | Doc Prep Fee - (Taxable)  |     |            |          |                      |
|          | Base Selling Price  |     |            |          |                      |
|          | ADA Amount - (Non-Taxable)  |     |            |          |                      |
|          | Total Taxable Amount  |     |            |          |                      |
|          | Sales Tax 7.75%   |     |            |          |                      |
|          | CalACT Fee  |     |            |          |                      |
|          | DMV Fee - (Exempt Plates)   |     |            |          |                      |
|          | DMV Electronic Filing Fee   |     |            |          |                      |
|          | Tire Fee  |     |            |          |                      |
|          | <b>Total Price Per Unit</b>   |     |            |          |                      |
|          | <b>Grand total (10 units)</b>   |     |            |          |                      |

**SECTION VI: QUALITY ASSURANCE**

**QUALITY ASSURANCE**

**A. CONTRACTOR'S IN-PLANT QUALITY ASSURANCE REQUIREMENTS**

1. QUALITY ASSURANCE REQUIREMENTS

Contractor, the Contractor's manufacturing plant and organization shall be certified to the appropriate QS-9000/ISO 9000 series of standards.

2. QUALITY ASSURANCE ORGANIZATION

a. ORGANIZATION ESTABLISHMENT

Contractor shall establish and maintain an effective in-plant quality assurance organization. It shall be a specifically defined organization and should be directly responsible to the Contractor's top management.

b. CONTROL

The quality assurance organization shall exercise quality control over all phases of production from initiation of design through manufacture and preparation for delivery. The organization shall also control the quality of supplied articles.

c. AUTHORITY AND RESPONSIBILITY

The quality assurance organization shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and acceptance/rejection of materials and manufactured articles in the production of the transit buses.

3. QUALITY ASSURANCE ORGANIZATION FUNCTIONS

The quality assurance organization shall include the following minimum functions.

a. WORK INSTRUCTIONS

The quality assurance organization shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements.

**b. RECORDS MAINTENANCE**

The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the Resident inspectors. Inspection and test records for this procurement shall be available for a minimum of one (1) year after inspections and tests are completed.

**c. CORRECTIVE ACTION**

The quality assurance organization shall detect and promptly assure correction of any conditions that may result in the production of defective transit buses. These conditions may occur in designs, purchases, manufacture, tests, or operations that culminate in defective supplies, services, facilities, technical data, or standards.

**4. QUALITY ASSURANCE BASIC STANDARDS AND FACILITIES**

**a. BASIC STANDARDS AND FACILITIES**

The following standards and facilities shall be basic in the quality assurance process.

**b. CONFIGURATION CONTROL**

Contractor shall maintain drawings, assembly procedures, and other documentation that completely describe a qualified bus that meets all of the options and special requirements of this procurement. The quality assurance organization shall verify that each transit bus is manufactured in accordance with these controlled drawings, procedures, and documentation.

**c. MEASURING AND TESTING FACILITIES**

Contractor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance organization to verify that the buses conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known valid relationships to national standards.

d. PRODUCTION TOOLING AS MEDIA OF INSPECTION

When production jigs, fixtures, tooling masters, templates, patterns, and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusted, replaced, or repaired as required to maintain quality.

e. EQUIPMENT USED BY RESIDENT INSPECTORS

Contractor's gauges and other measuring and testing devices shall be made available for use by the resident inspectors to verify that the buses conform to all specification requirements. If necessary, Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

5. CONTROL OF PURCHASES

Contractor shall maintain quality control of purchases.

a. SUPPLIER CONTROL

Contractor shall require that each supplier maintains a quality control program for the services and supplies that it provides. The Contractor's quality assurance organization shall inspect and test materials provided by suppliers for conformance to specification requirements. Materials that have been inspected, tested, and approved shall be identified as acceptable to the point of use in the manufacturing or assembly processes. Controls shall be established to prevent inadvertent use of nonconforming materials.

b. PURCHASING DATA

Contractor shall verify that all applicable specification requirements are properly included or referenced in purchase orders of articles to be used on transit buses.

6. MANUFACTURING CONTROL

a. CONTROLLED CONDITIONS

Contractor shall ensure that all basic production operations, as well

as all other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented work instructions, adequate production equipment, and special working environments if necessary.

**b. COMPLETED ITEMS**

A system for final inspection and test of completed transit buses shall be provided by the quality assurance organization. It shall measure the overall quality of each completed bus.

**c. NONCONFORMING MATERIALS**

The quality assurance organization shall monitor the Contractor's system for controlling nonconforming materials. The system shall include procedures for identification, segregation, and disposition.

**d. STATISTICAL TECHNIQUES**

Statistical analysis, tests, and other quality control procedures may be used when appropriate in the quality assurance processes.

**e. INSPECTION STATUS**

A system shall be maintained by the quality assurance organization for identifying the inspection status of components and completed transit buses. Identification may include cards, tags, or other normal quality control devices.

**7. INSPECTION SYSTEM**

**a. INSPECTION SYSTEM SCOPE**

The quality assurance organization shall establish, maintain, and periodically audit a fully-documented inspection system. The system shall prescribe inspection and test of materials, work in process, and completed articles. As a minimum, it shall include the following controls.

**b. INSPECTION PERSONNEL**

Sufficient trained inspectors shall be used to ensure that all

materials, components, and assemblies are inspected for conformance with the qualified bus design.

**c. INSPECTION RECORDS**

Acceptance, rework, or rejection identification shall be attached to inspected articles. Articles that have been accepted as a result of approved materials review actions shall be identified. Articles that have been reworked to specified drawing configurations shall not require special identification. Articles rejected as unsuitable or scrap shall be plainly marked and controlled to prevent installation on the bus. Articles that become obsolete as a result of engineering changes or other actions shall be controlled to prevent unauthorized assembly or installation. Unusable articles shall be isolated and then scrapped.

Discrepancies noted by the Contractor or resident inspectors during assembly shall be entered by the inspection personnel on a record that accompanies the major component, subassembly, assembly, or bus from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures, or other conditions that cause articles to be in nonconformity with the requirements of the contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, the Authority shall approve the modification, repair, or method of correction to the extent that the contract specifications are affected.

**d. QUALITY ASSURANCE AUDITS**

The quality assurance organization shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the Authority.

**B. INSPECTIONS**

**1. INSPECTION STATIONS**

Inspection stations shall be at the best locations to provide for the work content and characteristics to be inspected. Stations shall provide the facilities and equipment to inspect structural, electrical, hydraulic, and other components and assemblies for compliance with the design requirements.



Stations shall also be at the best locations to inspect or test characteristics before they are concealed by subsequent fabrication or assembly operations. These locations shall minimally include underbody structure completion, body framing completion, body prior to paint preparation, water test before interior trim and insulation installation, engine installation completion, underbody dress-up and completion, bus prior to final paint touchup, bus prior to road test, and bus final road test completion.

## 2. RESIDENT INSPECTOR

### a. RESIDENT INSPECTOR ROLE

The Authority shall be represented at the Contractor's plant by resident inspectors. Resident inspectors shall monitor, in the Contractor's plant, the manufacture of transit buses built under the procurement. The presence of these resident inspectors in the plant shall not relieve the Contractor of its responsibility to meet all of the requirements of this procurement. The Authority shall designate a primary resident inspector, whose duties and responsibilities are delineated in "Pre-Production Meetings", "Authority" and "Pre-Delivery Tests". Contractor and resident inspector relations shall be governed by the "Guidelines" and "Quality Assurance" Provisions.

### b. PRE-PRODUCTION MEETINGS

The primary resident inspector shall participate in design review and pre-production meetings with the Authority. At these meetings the configuration of the buses and the manufacturing processes shall be finalized, and all contract documentation provided to the inspector.

No less than thirty (30) days prior to the beginning of bus manufacture, the primary resident inspector shall meet with the Contractor's quality assurance manager and shall conduct a pre-production audit meeting to review the inspection procedures and finalize inspection checklists. The resident inspectors may begin monitoring bus construction activities two (2) weeks prior to the start of bus fabrication.

### c. AUTHORITY

Records and data maintained by the quality assurance organization

shall be available for review by the resident inspectors. Inspection and test records for this procurement shall be available for a minimum of one year after inspections and tests are completed.

Contractor's gauges and other measuring and testing devices shall be made available for use by the resident inspectors to verify that the buses conform to all specification requirements. If necessary, the Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

Discrepancies noted by the resident inspector during assembly shall be entered by the Contractor's inspection personnel on a record that accompanies the major component, subassembly, assembly, or bus from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures, or other conditions that cause articles to be in nonconformity with the requirements of the contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, the Authority shall approve the modification, repair, or method of correction to the extent that the contract specifications are affected.

The primary resident inspector shall remain in the Contractor's plant for the duration of bus assembly work under the contract. Only the primary resident inspector or designee shall be authorized to release the buses for delivery. The resident inspectors shall be authorized to approve the pre-delivery acceptance tests. Upon request to the quality assurance supervisors, the resident inspectors shall have access to the Contractor's quality assurance files related to this procurement. These files shall include drawings, assembly procedures, material standards, parts lists, inspection processing and reports, and records of defects.

d. **SUPPORT PROVISIONS**

Contractor shall provide office space for the resident inspectors in close proximity to the final assembly area. This office space shall be equipped with desks, outside and interplant telephones, file cabinet, chairs, and clothing lockers sufficient to accommodate the resident staff.

**C. ACCEPTANCE TESTS**

**1. RESPONSIBILITY**

Fully-documented tests shall be conducted on each production bus following manufacture to determine its acceptance to the Authority. These acceptance tests shall include pre-delivery inspections and testing by the Contractor and inspections and testing by the Authority after the buses have been delivered.

**2. PRE-DELIVERY TESTS**

Contractor shall conduct acceptance tests at its plant on each bus following completion of manufacture and before delivery to the Authority. These pre-delivery tests shall include visual and measured inspections, as well as testing the total bus operation. The tests shall be conducted and documented in accordance with written test plans, approved by the Authority.

Additional tests may be conducted at the Contractor's discretion to ensure that the completed buses have attained the desired quality and have met the requirements in "Technical Specifications" (Section IV). The Authority may, prior to commencement of production, demand that the Contractor demonstrate compliance with any requirement in "Technical Specifications" (Section IV), if there is evidence that prior tests have been invalidated by Contractor's change of supplier or change in manufacturing process. Such demonstration shall be by actual test or by supplying a report of a previously performed test on similar or like components and configuration. Any additional testing shall be recorded on appropriate test forms provided by the Contractor and shall be conducted before approval of bus delivery to the Authority.

The pre-delivery tests shall be scheduled and conducted with fifteen (15) days' notice so that they may be witnessed by the resident inspectors, who may accept or reject the results of the tests. The results of pre-delivery tests, and any other tests, shall be filed with the assembly inspection records for each bus. The underfloor equipment shall be available for inspection by the resident inspectors, using a pit or bus hoist provided by the Contractor. A hoist, scaffold, or elevated platform shall be provided by the Contractor to

easily and safely inspect bus roofs. Delivery of each bus shall require written authorization of the primary resident inspector. Authorization forms for the release of each bus for delivery shall be provided by the Contractor. An executed copy of the authorization shall accompany the delivery of each bus.

a. **INSPECTION - VISUAL AND MEASURED**

Visual and measured inspections shall be conducted with the bus in a static condition. The purpose of the inspection testing is to verify overall dimensional and weight requirements, to verify that required components are included and are ready for operation, and to verify that components and subsystems that are designed to operate with the bus in a static condition do function as designed.

b. **TOTAL BUS OPERATION**

Total bus operation shall be evaluated during road tests. The purpose of the road tests is to observe and verify the operation of the bus as a system and to verify the functional operation of the subsystems that can be operated only while the bus is in motion.

Each bus shall be driven for a minimum of fifteen (15) miles during the road tests. Observed Defects shall be recorded on the test forms. The bus shall be retested when Defects are corrected and adjustments are made. This process shall continue until Defects or required adjustments are no longer detected. Results shall be pass/fail for these bus operation tests.

3. **POST-DELIVERY TESTS**

The Authority may conduct vehicle inspection tests on each delivered bus. These tests shall be completed within thirty (30) calendar days after bus delivery and shall be conducted in accordance with written test plans. The purpose of these tests is to identify defects that have become apparent between the time of bus release and delivery to the Authority. The post-delivery tests shall include visual inspection and bus operations. No post-delivery test shall apply criteria that are different from the criteria applied in an analogous pre-delivery test (if any).

Buses that fail to pass the post-delivery tests are subject to rejection. The

Authority shall record details of all Defects on the appropriate test forms and shall notify the Contractor of each bus status within thirty (30) calendar days according to "Acceptance of Bus" after completion of the tests. The Defects detected during these tests shall be repaired according to procedures defined in the Agreement, "Repairs By Contractor."

a. **VISUAL INSPECTION**

The post-delivery inspection is similar to the inspection at the Contractor's plant and shall be conducted with the bus in a static condition. Any visual delivery damage shall be identified and recorded during the visual inspection of each bus.

b. **BUS OPERATION**

Road tests will be used for total bus operation similar to those conducted at the Contractor's plant. In addition, the Authority may elect to perform chassis dynamometer tests. Operational deficiencies of each bus shall be identified and recorded.

**D. GUIDE FOR INSPECTION**

The following provides the Authority's general criteria of the manufacturing and bus inspections intended for each one of the buses procured under this solicitation, including product quality assurance, audit, certifications required by FTA, Buy America regulations pertaining to rolling stock purchases and the Authority's on-site inspection tests and acceptance guidelines.

This inspection is intended to be in compliance with all Code of Federal Regulations (CFR), 49 CFR 661 Buy America, 49 CFR 668 Pre-Award and Post Delivery Audits of Rolling Stock purchases, 49 CFR 668 Bus Testing, United States Code (USC) 49 USC 5323 (j) Buy America, Federal Acquisitions Regulations, FTA Master Agreement, FTA Circular 4220.1F, FTA Circular 5000 Grants Management, FTA Handbook Conducting Pre and Post-Delivery Audits, FTA Best Practices Procurement manual to include Buy America Certification, Buy America and Buy America Requirements and all applicable standards set forth in 49 CFR, Part 571 – Federal Motor Vehicle Safety Standards.

**1. TASKS**

- a. Pre-production meeting in Orange County, California, or at the manufacturer's location having representatives from the Authority and the Contractor prior to the manufacturing of First Article bus.
- b. Authority's issuing of the Notice to Proceed with the manufacturing of the First Article bus.
- c. In-plant inspection of the First Article bus at the Contractor's facility/location, to include configuration review of the Authority's first article, Buy America Audit.
- d. Contractor's presentation of a fully completed First Article bus at the manufacturer's location.
- e. Authority personnel perform the in-plant review of the First Article bus and, if in compliance with all the requirements, approval for shipment is provided to the Contractor.
- f. Contractor performs licensing and registration of the First Article bus prior to delivery to the Authority.
- g. Continued inspection at the final delivery location, any of the Authority facilities in Orange County, California, including forty (40) hours of uninterrupted revenue service testing.
- h. Completion of First Article testing and review after all discrepancies are corrected to Authority's satisfaction.
- i. Authority issues Notice to Proceed with the Production Run
- j. Same above listed steps are followed with the Production Run

**2. PRE-PRODUCTION PHASE**

- a. Authority personnel or its On-Site inspector will conduct a review of Contractor's supplied documents for areas such as Buy America Pre-Award Compliance audit, Buy America Pre-Award Purchasers Requirements Certification, Buy America Pre-Award FMVSS Certification, DOT Safety requirements/specifications/regulations; and Quality Control/Quality Assurance procedures. Formal reports to the Authority in these areas are required.
- b. Authority personnel and its On-Site inspector will be provided with all contract documentation with bus manufacturer prior to start of manufacture.

- c. Authority personnel and/or its On-Site inspector will attend a pre-production audit meeting with the bus manufacturer. At this meeting, primary contact persons from the Authority, the bus manufacturer and In-Plant inspection representatives are expected to be present to finalize vehicle configuration decisions/documentation; and review manufacturing processes and schedule.

**3. MANUFACTURING PHASE**

- a. Authority personnel or its On-Site inspectors will be on site at the manufacturer's location during all phases of manufacture, unless otherwise instructed by the Authority in writing.
- b. Authority personnel or its On-Site inspectors will provide continuity of inspectors during each vehicle acquisition for the Authority.
- c. The Authority or its On-Site inspectors will ensure sufficient staffing on site based on the production schedules and quantity of buses to ensure expedited production. Inspection delays cannot be allowed to slow down the manufacturing process, except for documented quality problems.
- d. On-site inspectors will be available during all normal work hours of the manufacturer.
- e. On-Site Inspectors will work cooperatively with manufacturers and the Authority representatives. The expected result is a high-quality transit vehicle completed on schedule, and in conformance with Federal, State & local specifications, with minimal changes in configuration during manufacture.
- f. Authority or its On-Site inspectors will designate a project "Team Leader" (in the event more than one inspector is assigned to a project). This person will be the primary point of contact for the Authority staff, and will be the direct liaison with the manufacturer's personnel, and the only person delegated to make "stop work" or "stop ship" decisions on behalf of the Authority, based on pre-agreed criteria. The Authority will similarly appoint a single point of contact.
- g. The On-Site inspector will provide daily and weekly summary reports by e-mail or facsimile to the designated Authority Project Manager. The written reports will include, at a minimum, the following items:
  - Production progress during the period.
  - Production schedule.
  - Vehicle shipment status.
  - Production line movement identified by stage and Authority

- vehicle numbers.
  - Specific problems encountered during the period.
  - Status of problems/issues reported during the previous reporting periods.
  - Recommended solutions to problems/issues reported.
  - Request for input from the Authority to make a decision or support the On-Site inspector's position.
  - General comments.
- h. The On-Site inspector will ensure that the manufacture of the vehicles is in a manner consistent with all 49 CFR Part 571 & California State regulations (Title 13 CCR and specifications; as well as Authority's specifications (incorporating any approved changes).
- i. The On-Site inspector will meet with the Authority Project Manager at the end of production of the First Article, to conduct a configuration audit on the First Article bus. Once the configuration has been established, the On-Site inspector will produce the required Buy America post-delivery audit documents prior to Authority's issuing of the Notice to Proceed to the Manufacturer.
- j. The On-Site inspector will inspect and certify that each bus complies with the Buy America content/requirement, and Authority's configuration requirements, as approved with the first article.
- k. The On-Site inspector will maintain and distribute meeting minutes for any formal meeting (i.e.: pre-production audit meeting) held with the manufacturer and/or the Authority.
- l. Except for those differences among vehicles in a single order that might be required for in the specifications, the On-Site inspector will ensure that all transit vehicles manufactured are identical and interchangeable within the same order. The On-Site inspector will similarly ensure that vehicle manuals and other documentation are updated with any changes to match actual vehicle configuration.
- m. During the production of the first buses, the production line will be thoroughly evaluated for its conformity to the agreements set forth during the initial audit process. This will include compliance to the quality assurance program, testing requirements, documentation of certification testing, including but not limited to fastener testing, steel treatment, torque wrench calibration, welding testing (ultra sound and die penetrant testing), paint adhesion testing, paint thickness testing, electrical wiring and component ratings, etc.
- n. All final operating tests will be checked during the final buy-off stage



to help ensure that all of the appropriate testing has been completed. If the tests fail to meet the standard of the technical specifications, the On-Site inspector will develop a list that will be forwarded to the manufacturer requesting adjustments in the process. The goal is to adjust the testing within the final stages of the first two to five buses.

- o. As part of the final inspection phase, the On-Site inspector will perform a road test, riding each bus and listening for abnormal power train noises, interior rattles, and observing for proper shift points, acceleration, braking performance, ride quality, and appropriate functioning of other bus systems.
- p. Upon completion of manufacture of each unit, the On-Site inspector will perform a full inspection test at the manufacturer's location prior to shipment to the Authority. Any defects noted will be made known to the manufacturer and tracked for correction prior to shipment to the Authority. Upon approval for shipment by the On-Site inspector, the On-Site inspector will transmit a copy of the inspection sheet to the Authority for each vehicle as quickly as practical to expedite final vehicle inspection at the Authority. On-Site inspector will not allow the manufacturer to ship any vehicle that has not successfully passed this inspection, unless approved in writing by the Authority.
- q. Specific emphasis will be placed on undercarriage, electrical installation, brakes, wheelchair lift, air conditioning, differential, and interior seating. It cannot be over-emphasized that the production line is critical point for identification and documentation of non-compliant matters and to clarify and resolve noted discrepancies and issues to include:
  - QC production procedures.
  - Weld integration (Zyglow, ultrasound test methods, etc.).
  - Frame undercoating thickness.
  - Sheet metal application, fit and finish, sidewall trueness as well as sheet metal quality.
  - Paint adherence pull test and thickness tests.
  - Paint Quality (orange peel, fisheye, sagging, and dirt)
  - Detailed Inspection to include hydraulic lines, fuel lines and electrical harnesses.
  - Electrical component ratings and proper grounding.
  - Proper clamping, routing and spacing of air lines from making contact with other components.
  - Proper clamping, routing and spacing of electrical wire harnesses from making contact with other components.
  - Etc.

- r. The on-site inspector will be responsible for providing at a minimum, the following (As applicable) with each individual bus record:
- Inspection Report verifying conformity to all specifications.
  - Methane Detection System Test.
  - Wheel alignment
  - Fire Suppression System Test
  - Water test certification
  - Front end alignment and steering stop adjustment certification.
  - “Completed Bus” inspection document.
  - Copy of defects and corrections noted during bus inspection.
  - VIN number (copy of bus data plate)
  - Manufacturer inspection records
  - Certificate of Origin
  - Certified Weight slip (curb weight)
  - On-Site Inspector’s inspection documents
  - Final factory bus inspection Report
  - Road Test function Report to include:
    - Acceleration Test
    - Top Speed Test
    - Service Brake Test
    - Parking Brake Test
    - Turning Effort Test
    - Turning Radius Test
    - Shift Quality
    - Retarder Deceleration Test
  - During the road test, one vehicle should be taken to a weigh station to record the vehicle’s front axle weight; rear axle weight and total vehicle (curb) weight.
  - A list of major component serial numbers will be documented for each bus; at a minimum the following components will be listed:
    - Engine
    - Transmission
    - Alternator
    - Starter
    - HVAC Unit
    - AC Compressor
    - Drive Axle

- Power Steering Unit
  - Air Compressor
  - Engine Cooling System (EMP)
  - All other components that the manufacturer will require in order to process warranty claims.
- s. The On-Site inspector will be responsible for providing at a minimum, the following (As applicable) with each separate bus build:
- A Pre-Award Purchasers Requirements certification, which certifies that the product meets the Authority's specifications and is being built within the requirements outlined in 49 CFR, Sections 663.27, 663.25 & 663.23.
  - A copy of the Pre-Award and Post-Delivery manufacturer's self-certification of compliance with the Federal Motor Vehicle Safety Standards (FMVSS) stating that the bus manufactured meets the requirements of those standards (49 CFR, Sec. 663.41).
  - A Post-Delivery Audit. The On-Site inspector will certify that each bus was built to the specified FTA requirements/specifications and Authority configuration in accordance with 49 CFR, Sections, 663.33, 663.35, 663.37 & 663.39.
- t. The On-Site inspector is not responsible for final bus acceptance. This task will be performed by the Authority personnel.
4. POST-PRODUCTION ACTIVITIES
- a. The On-Site inspector will provide final written documentation to the Authority summarizing the production processes and issues supplemented for each bus; and copies of the inspection write-ups of each vehicle inspected.
  - b. In addition to the bus production documents, and Road Test Sheets, all memoranda and QA correspondence will be stored and chronologically organized and provided in the final production report.
5. VEHICLE INSPECTION PHASE AT AUTHORITY
- a. Upon delivery of the bus to the Authority facilities, Authority personnel shall perform a complete delivery/vehicle inspection/verification to include, among others, recording of all

vehicle serialized components, e.g., VIN number, transmission serial #, engine, serial #, axles, etc.

- b. Visual checks to include, among others, all exterior lights, body finish, paint, decals, installation of bike rack, operation of all interior and exterior access panels and doors, latches, condition of tires, etc.
- c. Mechanical checks to include verification of lug nuts torque, belt tensions, lubrication of chassis, lubrication of driveshaft, lubrication of components, re-torqueing of components, testing of fire suppression and methane detection systems, drain and replace engine oil, check of transmission and engine mounts, etc.
- d. Operational checks to include, among others, seat belts, steering column, horn, sun visors, mirrors, windows, parking brake, wiper blades, ventilation system, transmission shifting quality, air conditioning, parking brake, fluid and fuel leaks, plumbing, radio system, on board video surveillance system, passenger counters, voice announcement, destination signs, sun visors, driver's controls, passenger circulation, lights, switches, knobs, emergency releases, etc.
- e. Drivability tests to include, among others, at a minimum, 40-hours of continuous uninterrupted service testing to evaluate performance, driving ability, steering response, cooling system's performance, vehicle speed, system's operation and interaction, acceleration, engine compartment temperature, braking distances, etc.
- f. Dimensional and performance tests to include complete electrical system audit, dimensional requirements audit, seating capacity, water test, water runoff test, function test of systems and subsystems and components, sound/noise level tests, airflow test, PA function, silent alarm, interior lighting, exterior lighting, gradeability test, kneeling, HVAC pull-down test, wheelchair ramp, axle weight, engine and transmission performance test among others.
- g. Additional tests and/or verifications maybe included based on the outcome of previously listed tests, inspections and checks.
- h. If any discrepancies are noted, the bus shall be rejected and the list of discrepancies shall be provided to the bus manufacturer. The bus manufacturer shall be responsible for removing the bus from the Authority property, performing the corrections and repairs to the highlighted deficiencies and re-delivering the bus to Authority for a secondary vehicle inspection.

- i. Upon receipt of the re-delivered bus, the Authority shall perform a new bus inspection to verify that all items are individually, and/or as a system, in working order to include all items provided in the discrepancy list. If existing or additional discrepancies are noted, the bus shall be rejected and the bus manufacturer will be required to remove the bus from Authority's property to perform the necessary repairs. Upon completion of the manufacturer's repairs, the bus will be redelivered to Authority for a follow up inspection and at that point, if all repairs were performed to the Authority's satisfaction, the bus shall be released for revenue service and Authority personnel will start the necessary paperwork to add the bus to the revenue fleet and will complete the internal paperwork e.g., forms, approvals, signature of invoices, etc. If the bus is rejected, the bus manufacturer shall be required to remove the bus from Authority property and to continue the repairs until completion of a satisfactory and fully functional bus.

**SECTION VII: WARRANTY REQUIREMENTS**

### WARRANTY REQUIREMENTS

Offerors are to complete this Warranty Table and submit with proposal.

Warranty table should include, at minimum, all pertinent items, i.e., original equipment warranty, complete van, powertrain, suspension, rust, destination sign, fire suppression system, on board video surveillance system, Conduent provided components intended for communication including all cabling and components, ADA equipment, flooring, mirrors, roof hatch, seating, door system, body structure and others as applicable. Use separate sheet as attachment if needed.

| Component / System                               | Term (i.e., Years, Miles) |
|--|---------------------------|
| Ford Motor Company                               |                           |
| Ford Safety Restraint System                     |                           |
| Ford Corrosion                                   |                           |
| Manufacturer Base Warranty                       |                           |
| Manufacturer Body Structure                      |                           |
| Manufacturer Electrical System                   |                           |
| Ford Propulsion system                           |                           |
| Heating, Ventilation and Air conditioning (HVAC) |                           |
| Entry Door                                       |                           |
| InterMotive Components                           |                           |
| Altro flooring                                   |                           |
| Wheelchair lift                                  |                           |
| Headlights                                       |                           |
| LED lights (interior and exterior)               |                           |
| Rosco Rear View Mirrors                          |                           |
| Q-Strait Tiedowns                                |                           |
| Telma Retarder                                   |                           |
| Roof Hatch                                       |                           |
| Operator seat                                    |                           |
| Passenger seat: Frames and Mounting              |                           |
| Passenger seat: Fabric and Cushions              |                           |
| Windows  |                           |
| Wiper and wiper system                           |                           |
| Kidde fire systems                               |                           |
| Conduent / Communication / Voice                 |                           |
| March Networks OBVSS                             |                           |
| Mobile Router                                    |                           |
| Covert Microphone                                |                           |
| Fleetwatch                                       |                           |
| Decals   |                           |
| Paint  |                           |
| Towing   |                           |
| Other - Specify                                  |                           |

**SECTION VIII: GENERAL PROVISIONS**



**GENERAL PROVISIONS**

1. **INSPECTION AND ACCEPTANCE** - All items are subject to final inspection and acceptance by AUTHORITY at destination notwithstanding any payment or prior inspection at SELLER'S facilities. Final inspection will be made within a reasonable time after receipt of items hereunder.
2. **CHANGES** - By written notice or order. AUTHORITY may, from time to time, order work suspension or make changes in quantities, drawings, designs, specifications, place of delivery or delivery schedules, methods of shipment and packaging, and property and services furnished by A. If any such change causes an increase or decrease in the price of this agreement or in the time required for its performance. SELLER OR AUTHORITY shall promptly notify the other party thereof and assert its claim for adjustment within (30) days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this clause shall excuse SELLER from proceeding immediately with the agreement as changed.
3. **DEFAULT AND EXCESS REPROCUREMENT LIABILITY** - AUTHORITY may terminate this agreement if a federal or state proceeding for the relief of debtors is undertaken by or against Seller, or if SELLER makes an assignment for the benefit of creditors, or if SELLER fails after reasonable notice by AUTHORITY to cure a deficiency in performance or lack of progress thereto, and AUTHORITY shall have, such additional remedies as may be available whether or not it so terminates this agreement, including but not limited to the payment by SELLER to AUTHORITY of expenses incurred by AUTHORITY in reprocurring elsewhere the same or similar items or services defaulted by SELLER hereunder provided such Seller's reprocurement expenses obligation shall be limited to the excess over the price specified herein for such items or services.
4. **INDEMNIFICATION** - SELLER shall indemnify, defend, and hold harmless AUTHORITY from and against any loss, damage, claim, or harm for bodily injuries, including death or damage to property caused by SELLER or its employees, subcontractors, or supplies in connection with the performance of this agreement.
5. **ASSIGNMENTS AND SUBCONTRACTORS** - Neither this agreement nor any interest herein nor claim hereunder may be assigned by SELLER either voluntarily or by operation of law, nor may all or substantially all of this agreement be further subcontracted by SELLER without the prior written consent of AUTHORITY. No consent shall not be deemed to relieve SELLER of its obligations to comply fully with the requirements hereof.
6. **FEDERAL, STATE, AND LOCAL LAWS** - SELLER warrants that in the performance of this agreement is shall comply with all applicable Federal, State and local laws and ordinances and all lawful orders, rules and regulations thereunder.
7. **INFRINGEMENT INDEMNITY** - In lieu of any other warranty by AUTHORITY or SELLER against infringement statutory, or otherwise, it is agreed that SELLER shall defend at its expense and suit against AUTHORITY based on a claim that any item furnished under this agreement or the normal use or sale thereof infringes any United States Letters Patent or copyright and shall pay cost and damages finally awarded in any such suit, provided that SELLER is notified in writing of the suit and given authority, information, assistance at

SELLER'S expense for the defense of same. If the use or sale of said item is enjoined as a result of such suit, SELLER, 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 hereto.

8. TITLE AND RISK OF LOSS - Unless otherwise provided in this agreement, SELLER 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 at the F.O.B. point specified herein, and upon such delivery title shall pass from SELLER and SELLER'S responsibility for loss or damage shall cease, except for loss or damage resulting from SELLER'S negligence. Passing of title upon such delivery shall not constitute acceptance of the item by AUTHORITY.
9. NOTICE OF LABOR DISPUTE - Whenever SELLER has knowledge that any actual or potential labor dispute may delay this agreement, SELLER shall immediately notify and submit all relevant information to AUTHORITY. SELLER shall insert the substance of this entire clause in any subcontract hereunder as to which a labor dispute may delay this agreement. However, any subcontractor needs to give notice and information only to its next higher-tier subcontractor.
10. EQUAL EMPLOYMENT OPPORTUNITY - In connection with the execution of this agreement, the SELLER shall not discriminate against any employee or applicant because of race, religion, color, sex or national origin. The SELLER 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 or national origin. Such actions shall include pay, or other forms of compensation and selection for training, including apprenticeship.
11. DISADVANTAGE BUSINESS ENTERPRISE - In connection with the performance of this agreement, the SELLER will cooperate with the AUTHORITY in meeting its commitments and goals with regard to the maximum utilization of Disadvantaged business enterprises, and seller will use its best efforts to ensure that disadvantaged business enterprises shall have an equitable opportunity to compete for subcontract work under this agreement.
12. PROHIBITED INTEREST - A. SELLER covenants that no member of, or delegate to, the Congress of the United States shall have any interest, direct or indirect, in the agreement or the proceeds hereof.  
  
B. SELLER further covenants that, for the term of this agreement, no director, member, officer, or employee of the AUTHORITY during his tenure in office or one (1) year thereafter shall have any interest, direct or indirect, in this agreement or the proceeds thereof.
13. TERMINATION FOR CONVENIENCE - the Authority may terminate this agreement at any time by giving written notice to SELLER of such termination, effective on the date of such notice. Upon receipt of said notice, SELLER shall immediately take action not to incur any further obligations, costs, or expenses, except as may be reasonably necessary to terminate its activities. All finished or unfinished documents and other materials procured or produced by SELLER hereunder shall, at the option of AUTHORITY, become AUTHORITY property upon the date of such termination.

14. AUDIT AND INSPECTION OF RECORDS - SELLER shall provide AUTHORITY such access to SELLER's books, records, and facilities as may be deemed necessary to examine, audit, and inspect all work data, documents, and activities related to the goods or services described herein. SELLER shall maintain such books, records, data and documents on a generally accepted accounting basis and shall clearly identify and make such items readily accessible to such parties during SELLER'S performance hereunder and for a period of four (4) years from the date of final payment by AUTHORITY hereunder.

**SECTION IX: REQUIRED FEDERAL CLAUSES**

**REQUIRED FEDERAL CLAUSES**

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

**ARTICLE 1. FEDERAL CHANGES**

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

**ARTICLE 2. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

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

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

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

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

**ARTICLE 4. NONDISCRIMINATION**

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

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

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

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

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

**ARTICLE 5. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

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

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

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

**ARTICLE 6. ACCESS TO RECORDS AND REPORTS**

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

**ARTICLE 7. INCORPORATION OF FTA TERMS**

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

**ARTICLE 8. SAFE OPERATION OF MOTOR VEHICLES**

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

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

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

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

**ARTICLE 9. FLY AMERICA REQUIREMENTS**

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

**ARTICLE 10. CARGO PREFERENCE REQUIREMENTS**

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

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

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



**ARTICLE 11. PROHIBITED INTERESTS**

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

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

**ARTICLE 12. ALCOHOL AND DRUG POLICY**

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

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

**ARTICLE 13. PRIVACY ACT**

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

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

**ARTICLE 14. CONFLICT OF INTEREST**

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

**ARTICLE 15. CODE OF CONDUCT**

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

**ARTICLE 16. FEDERAL, STATE AND LOCAL LAWS**

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

**ARTICLE 17. TERMINATION**

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

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

**ARTICLE 18. DEBARMENT AND SUSPENSION**

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

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

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

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

**ARTICLE 19. DISPUTES**

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

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

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

A. Definitions. As used in this Article:

1. "Backhaul" means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

2. "Covered foreign country" means The People's Republic of China.

3. "Covered telecommunications equipment or services" means:

a) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

b) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

c) Telecommunications or video surveillance services provided by such entities or using such equipment; or

d) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

4. "Critical technology" means:

a) Defense articles or defense services included on the United States

Munitions List set forth in the International Traffic in Arms Regulations under 22 C.F.R. subchapter M of chapter I;

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

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

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

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

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

#### **B. Prohibition**

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

2. Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act

for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of a federal executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (C) of this Article applies or the covered telecommunication equipment or services are covered by a waiver described in FAR section 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a federally-funded contract.

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

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

D. Reporting Requirement

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

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

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

E. Subcontracts. CONTRACTOR shall insert the substance of this Article, including this paragraph (E) and excluding paragraph (B)(2), in all subcontracts and other contractual

instruments, including subcontracts for the acquisition of commercial products or commercial services.

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

CONTRACTOR shall report to AUTHORITY and FTA any current or prospective legal matter that may affect the Federal Government, including a major dispute, default, breach, litigation, or naming the Federal Government as a party to litigation, or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interest in the federal award, any underlying agreements, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements. In addition, CONTRACTOR shall promptly notify AUTHORITY, FTA, and the U.S. DOT Inspector General of any knowledge of potential fraud, waste, or abuse occurring on the Project. This includes knowledge that any person or entity, including CONTRACTOR, has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. "Knowledge," as used in this Article, includes, but is not limited to, knowledge of a criminal or civil investigation by a federal, state, or local law enforcement or other investigative agency; a criminal indictment or civil complaint; or probable cause that could support a criminal indictment, or any other credible information in the possession of the CONTRACTOR. CONTRACTOR agrees to include these requirements in all subcontracts at any tier.

**ARTICLE 22. PRE-AWARD AND POST-DELIVERY AUDITS**

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

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

**ARTICLE 23. BUS TESTING**

The Contractor agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. Part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon

completion of the testing, the Contractor shall obtain a copy of the bus testing report(s) from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by AUTHORITY.

**ARTICLE 24. RECYCLED PRODUCTS**

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

**ARTICLE 25. LOBBYING**

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

**ARTICLE 26. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts

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

**ARTICLE 27. CLEAN WATER REQUIREMENTS**

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

**ARTICLE 28. CLEAN AIR**

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

**ARTICLE 29. BUY AMERICA**

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

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

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

**ARTICLE 30. ENERGY CONSERVATION REQUIREMENTS**

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



**ARTICLE 31. IRAN CONTRACTING ACT CERTIFICATION**

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

**EXHIBIT A: CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**Information Sheet**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use pending before the Board of Directors of the OCTA or any of its affiliated agencies. (Please see next page for definitions of these terms.)

**IMPORTANT NOTICE**

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and California Code of Regulations, Title 2 Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY  
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: \_\_\_\_\_ RFP Title: \_\_\_\_\_

Was a campaign contribution made to any OCTA Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed subconsultants and/or agent/lobbyist? Yes \_\_\_\_ No \_\_\_\_

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: \_\_\_\_\_

Contributor or Contributor Firm's Name: \_\_\_\_\_

Contributor or Contributor Firm's Address: \_\_\_\_\_

\_\_\_\_\_

Is Contributor:

- The Prime Contractor Yes \_\_\_\_ No \_\_\_\_
- Subconsultant Yes \_\_\_\_ No \_\_\_\_
- Agent/Lobbyist hired by Prime to represent the Prime in this RFP Yes \_\_\_\_ No \_\_\_\_

Note: Under the State of California Government Code section 84308 and California Code of Regulations, Title 2, Section 18438, campaign contributions made by the Prime Contractor and the Prime Contractor's agent/lobbyist who is representing the Prime Contractor in this RFP must be aggregated together to determine the total campaign contribution made by the Prime Contractor.

Identify the Board Member(s) to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions, the name of the contributor, the dates of contribution(s) in the preceding 12 months and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board Member: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Board Member: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Contributor

\_\_\_\_\_  
Print Firm Name

\_\_\_\_\_  
Print Name of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
AND AFFILIATED AGENCIES**

**Board of Directors**

**Gene Hernandez, Chairman**  
**Tam Nguyen, Vice Chairman**  
**Doug Chaffee, Director**  
**Jose Diaz, Director**  
**Andrew Do, Director**  
**Jon Dumitru, Director**  
**Jamey Federico, Director**  
**Katrina Foley, Director**  
**Brian Goodell, Director**  
**Patrick Harper, Director**  
**Michael Hennessey, Director**  
**Steve Jones, Director**  
**Fred Jung, Director**  
**Farrah N. Khan, Director**  
**Jessie Lopez, Director**  
**Vicente Sarmiento, Director**  
**Donald P. Wagner, Director**

**EXHIBIT B: STATUS OF PAST AND PRESENT CONTRACTS**

**STATUS OF PAST AND PRESENT CONTRACTS FORM**

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

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

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

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

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

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date



**EXHIBIT C: DISADVANTAGED BUSINESS APPROVAL CERTIFICATION**

**DBE Approval Certification**

I hereby certify that the Proposer has complied with the requirements of 49 CFR 26, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration.

**Name and Title of the Proposer's authorized official:**

\_\_\_\_\_ Company Name

\_\_\_\_\_ Signature of Proposer's Authorized Official

\_\_\_\_\_ Name and Title of Proposer's Authorized Official

\_\_\_\_\_ Date

**EXHIBIT D: RESTRICTIONS ON LOBBYING**

**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.

**CERTIFICATION OF  
RESTRICTIONS ON LOBBYING**

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

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

By \_\_\_\_\_  
(Signature of authorized official)

\_\_\_\_\_  
(Title of authorized official)



## **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.

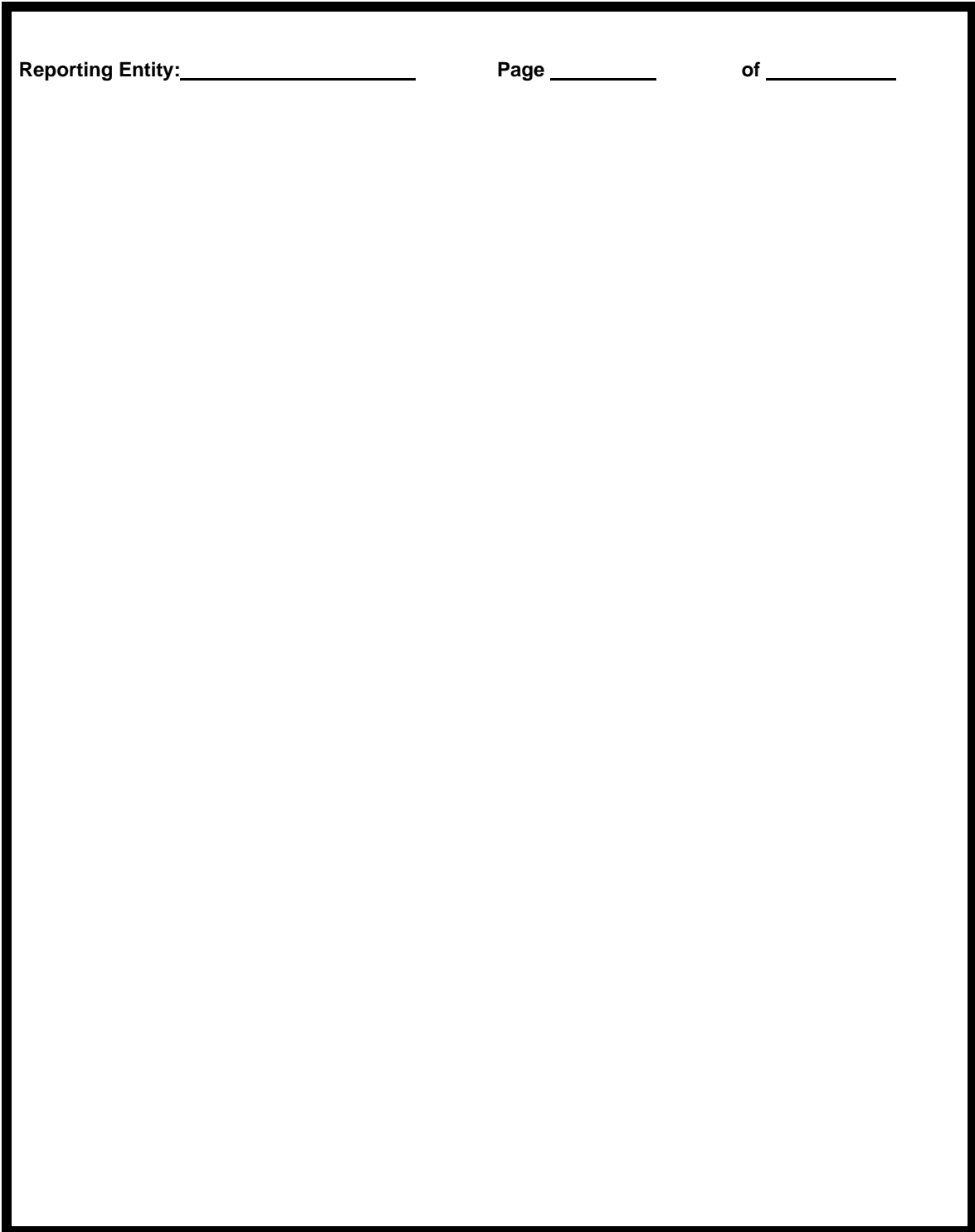
1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused 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. |
|--|

Approved by  
OMB  
003480045

**DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET**

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_



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**EXHIBIT E: BUY AMERICA**

**BIDDER'S CERTIFICATE 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:

|   |                     |           |
|---|---------------------|-----------|
| The   |                     |           |
|   | Firm name/principal |           |
| hereby certifies that it <b>will comply</b> with the requirements of 49 U.S.C. Section 5323(j), and the applicable regulations in 49 CFR Part 661.11. |                     |           |
|   |                     | Signature |
|   |                     | Name      |
|   |                     | Title     |
|   |                     | Date      |

**OR:**

|   |                     |           |
|---|---------------------|-----------|
| The   |                     |           |
|   | Firm name/principal |           |
| hereby certifies that it <b>cannot comply</b> with the requirements of 49 U.S.C. Section 5323(j) but may qualify for an exception to the requirement pursuant to 49 U.S.C. Section 5323(j)(2), as amended, and the applicable regulations in 49 CFR Part 661.7. |                     |           |
|   |                     | Signature |
|   |                     | Name      |
|   |                     | Title     |
|   |                     | Date      |

Revised: 05/12/2023



**EXHIBIT F: CERTIFICATE OF COMPLIANCE WITH BUS TESTING  
REQUIREMENT**

**CERTIFICATE OF COMPLIANCE WITH BUS TESTING REQUIREMENT**

The undersigned certifies that the vehicle offered in this procurement complies and will, when delivered, comply with 49 USC § 5323(c) and FTA's implementing regulation at 49 CFR Part 665 according to the indicated one of the following three alternatives.

Mark one and only one of the three blank spaces with an "X."

1. \_\_\_\_\_ The buses offered herewith have been tested in accordance with 49 CFR Part 665 on \_\_\_\_\_ (date). If multiple buses are being proposed, provide additional bus testing information below or on attached sheet. The vehicles being sold should have the identical configuration and major components as the vehicle in the test report, which must be submitted with this Proposal. If the configuration or components are not identical, then the manufacturer shall provide with its Proposal a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing. If multiple buses are being proposed, testing data on additional buses shall be listed on the bottom of this page.
  
2. \_\_\_\_\_ The manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), and submits with this Proposal the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.
  
3. \_\_\_\_\_ The vehicle is a new model and will be tested and the results will be submitted to the Agency prior to acceptance of the first bus.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

\_\_\_\_\_ Company Name

\_\_\_\_\_ Signature of Offeror

\_\_\_\_\_ Name and Title of Offeror's Authorized Official

\_\_\_\_\_ Date

**EXHIBIT G: FEDERAL MOTOR VEHICLE SAFETY STANDARDS**

**FEDERAL MOTOR VEHICLE SAFETY STANDARDS**

Offeror and (if selected) Contractor shall submit (1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or (2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

\_\_\_\_\_ Company Name

\_\_\_\_\_ Signature of Offeror

\_\_\_\_\_ Name and Title of Offeror's Authorized Official

\_\_\_\_\_ Date

**EXHIBIT H: NON-COLLUSION AFFIDAVIT**

**NON-COLLUSION AFFIDAVIT**

To the Orange County Transportation Authority

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

Name of Offeror: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT I: CONTRACTOR SERVICE AND PARTS DATA**

**CONTRACTOR SERVICE AND PARTS SUPPORT DATA**

Location of nearest Technical Service Representative to Authority

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Offeror to describe technical services readily available from said representative.

Location of nearest Parts Distribution Center to Authority

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Offeror shall describe the extent of parts available at said center.

Policy for Delivery of Parts and Components to be Purchased for Service and Maintenance

Regular Method of Shipment \_\_\_\_\_

Cost to Authority \_\_\_\_\_



**EXHIBIT J: IRAN CONTRACTING ACT CERTIFICATION**

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

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

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

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

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

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

**Option No. 1: Certification**

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

Vendor/Financial Institution: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Option No. 2: Exemption**

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

Vendor/Financial Institution: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Option No. 3: Non-Applicability**

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

Vendor/Financial Institution: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT K: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS**

**PROPOSAL EXCEPTIONS AND/OR DEVIATIONS**

The following form shall be completed for each technical and/or contractual exception or deviation that is submitted by Offeror for review and consideration by Authority. The exception and/or deviation must be clearly stated along with the rationale for requesting the exception and/or deviation. If no technical or contractual exceptions or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit this form or any contractual exceptions and/or deviation after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

Offeror: \_\_\_\_\_

RFP No.: \_\_\_\_\_ RFP Title: \_\_\_\_\_

Deviation or Exception No. : \_\_\_\_\_

Check one:

- Scope of Work (Technical) \_\_\_\_\_
- Proposed Agreement (Contractual) \_\_\_\_\_

Reference Section/Exhibit: \_\_\_\_\_ Page/Article No. \_\_\_\_\_

Complete Description of Deviation or Exception:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Rationale for Requesting Deviation or Exception:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Area Below Reserved for Authority Use Only:

|                |
|----------------|
| _____<br>_____ |
|----------------|

**EXHIBIT L: GENERAL VEHICLE DATA SHEET**

**General Vehicle Data Sheet (Ford E450)**

**Vehicle Manufacturer:**

**Vehicle Model Number:**

**Basic Body Construction Type:**

**SECTION 1: General Dimensions (Bidder to provide scale drawings)**

|                                 |  |   |      |   |        |
|---------------------------------|--|---|------|---|--------|
| <b>Overall length</b>           | Over bumpers                           | <input style="width: 50px; height: 25px;" type="text"/> | feet | <input style="width: 50px; height: 25px;" type="text"/> | inches |
|                                 | Over body                              | <input style="width: 50px; height: 25px;" type="text"/> | feet | <input style="width: 50px; height: 25px;" type="text"/> | inches |
| <b>Overall width</b>            | Over body excluding mirrors and lights | <input style="width: 50px; height: 25px;" type="text"/> | feet | <input style="width: 50px; height: 25px;" type="text"/> | inches |
|                                 | Over body including mirrors            | <input style="width: 50px; height: 25px;" type="text"/> | feet | <input style="width: 50px; height: 25px;" type="text"/> | inches |
|                                 | Over tires                             | <input style="width: 50px; height: 25px;" type="text"/> | feet | <input style="width: 50px; height: 25px;" type="text"/> | inches |
| <b>Overall height (maximum)</b> |  | <input style="width: 50px; height: 25px;" type="text"/> | feet | <input style="width: 50px; height: 25px;" type="text"/> | inches |

**Doorway clear opening (at widest point)**  inches

**Step height from ground (measured at center of doorway)**  inches

**Body - Shell material**

**Interior head room (floor to ceiling at center of aisle)**

**First axle location**  inches

**Rear axle location**  inches

**Wheelbase**

Front axle to rear axle  inches

**Capacity**

Total number of passenger sittings

Passenger seating manufacturer/model number

Total number of standing passengers (if applicable)



|   |                      |           |
|---|----------------------|-----------|
| Minimum hip to knee space               | <input type="text"/> | inches    |
| Maximum hip to knee space               | <input type="text"/> | inches    |
| ADA Restraint system type               | <input type="text"/> |           |
| ADA Restraint system model number       | <input type="text"/> |           |
| ADA Restraint system passenger capacity | <input type="text"/> | person(s) |

**Vehicle Weight**

|            | <b>Curb weight</b>        | <b>Curb weight plus seated load*</b> | <b>GVWR</b>               |
|------------|---------------------------|--------------------------------------|---------------------------|
| Front axle | <input type="text"/> lbs. | <input type="text"/> lbs.            | <input type="text"/> lbs. |
| Rear axle  | <input type="text"/> lbs. | <input type="text"/> lbs.            | <input type="text"/> lbs. |
| Total      | <input type="text"/> lbs. | <input type="text"/> lbs.            | <input type="text"/> lbs. |

\* Including operator and passengers at 150 lbs. per person

**SECTION 2: Steering Axle**

|                        |                      |
|------------------------|----------------------|
| Manufacturer           | <input type="text"/> |
| Type and weight rating | <input type="text"/> |
| Model number           | <input type="text"/> |

**SECTION 3: Drive Axle**

|                          |                      |
|--------------------------|----------------------|
| Manufacturer             | <input type="text"/> |
| Type and weight rating   | <input type="text"/> |
| Model number             | <input type="text"/> |
| Gear Oil capacity & Type | <input type="text"/> |

**Drive Axle Ratio**

|                    |                      |
|--------------------|----------------------|
| Differential ratio | <input type="text"/> |
|--------------------|----------------------|

**SECTION 4: Cooling System**

|   |                      |           |
|---|----------------------|-----------|
| Radiator Manufacturer                   | <input type="text"/> |           |
| Total Cooling system capacity (gallons) | <input type="text"/> | gals      |
| Coolant type                            | <input type="text"/> |           |
| Overheat alarm temperature              | <input type="text"/> | degrees F |
| Shutdown temperature setting            | <input type="text"/> | degrees F |

**SECTION 5: Electrical**

**Primary interior lighting system**

|              |  |
|--------------|--|
| Manufacturer |  |
| Type         |  |
| Model number |  |

**Alternator**

|              |  |
|--------------|--|
| Manufacturer |  |
| Type         |  |
| Model number |  |

**Batteries**

|                    |  |
|--------------------|--|
| Manufacturer       |  |
| Type               |  |
| Model number       |  |
| Cold Cranking Amps |  |

**SECTION 6: Engine**

|                     |  |     |  |
|---------------------|--|-----|--|
| Manufacturer        |  |     |  |
| Model number/size   |  |     |  |
| Horsepower/torque   |  |     |  |
| Engine Oil          |  |     |  |
| Engine Oil Capacity |  | Qts |  |

**SECTION 7: Fire Suppression/Fuel Detection System**

|                        |  |         |  |         |
|------------------------|--|---------|--|---------|
| Manufacturer           |  |         |  |         |
| Number of detectors    |  | fire    |  | fuel    |
| Type of fire detectors |  | Thermal |  | Optical |
| Battery backup         |  | Yes     |  | No      |

**SECTION 8: Bumpers**

|              |  |
|--------------|--|
| Manufacturer |  |
| Type         |  |

**SECTION 9: Fuel and Exhaust System**

|                                |  |       |
|--------------------------------|--|-------|
| Fuel type                      |  |       |
| Operating Range                |  |       |
| Fuel tank capacity             |  | Gals. |
| Quantity and location of tanks |  |       |
| Life expectancy (years/miles)  |  |       |

**SECTION 10: Transmission**

|                                   |  |
|-----------------------------------|--|
| Manufacturer                      |  |
| Type / No. of fwd. speeds         |  |
| Model number                      |  |
| Cooling Type                      |  |
| Trans. Oil Type & Capacity (Qts.) |  |

**SECTION 11: Wheels**

|                      |  |
|----------------------|--|
| Manufacturer         |  |
| Type                 |  |
| Size                 |  |
| Mounting Type        |  |
| Bolt Circle diameter |  |
| Protective Coating   |  |

**Tires**

|                         |  |
|-------------------------|--|
| Manufacturer            |  |
| Type                    |  |
| Size                    |  |
| Load range/Air pressure |  |

**SECTION 12: A/C, Heating and Ventilation Equipment**

|                               |  |                   |
|-------------------------------|--|-------------------|
| Heating system capacity       |  | Btu               |
| A/C system capacity           |  | Btu               |
| Ventilating capacity          |  | CFM per passenger |
| Manufacturer and model no.    |  |                   |
| Refrigerant type and capacity |  |                   |

**SECTION 13: Passenger Loading System**

|                                     |  |
|-------------------------------------|--|
| Manufacturer                        |  |
| Type (hydraulic, electric, or both) |  |
| Model number                        |  |
| Capacity (lbs.)                     |  |

**Dimensions**

|                     |                      |        |
|---------------------|----------------------|--------|
| Width of lift/ramp  | <input type="text"/> | inches |
| Length of lift/ramp | <input type="text"/> | inches |

**Cycle Times**

|                  | <b>Normal idle</b>           | <b>Fast idle</b>             |
|------------------|------------------------------|------------------------------|
| Stowed to ground | <input type="text"/> seconds | <input type="text"/> seconds |
| Ground to stow   | <input type="text"/> seconds | <input type="text"/> seconds |

**SECTION 14: Electronics**

|   |  |
|---|--|
| OBVSS Manufacturer                                |  |
| OBVSS Model No.                                   |  |
| Number of cameras                                 |  |
| Auto. Passenger Counter (APC) system Manufacturer |  |
| APC system Model No.                              |  |
| AVL/AVM system Manufacturer                       |  |
| AVL/AVM system Model No.                          |  |
| Radio System Manufacturer                         |  |
| Radio System Model No.                            |  |