

DRAFT INVITATION FOR BIDS (IFB) 4-2552

# LEASE AND FULL SERVICE OF BUS TIRES



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

Key IFB Dates

Issue Date:	November 25, 2024
Pre-Bid Conference Date:	December 3, 2024
Job Walk:	December 4, 2024
Question Submittal Date:	December 10, 2024
Bid Submittal Date:	January 7, 2025

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November 25, 2024

**SUBJECT: NOTICE OF INVITATION FOR BIDS (IFB)  
IFB 4-2552: "LEASE AND FULL SERVICE OF BUS TIRES"**

**TO: ALL BIDDERS**

**FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY**

The Orange County Transportation Authority (Authority) invites bids from qualified contractors to provide lease and full service of bus tires. The budget for this project is \$12,260,445 for a five (5)-year term.

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

**Bids must be received in the Authority's office at or before 11:00 a.m. on January 7, 2025.**

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

1. [Bid Opening MS Teams Link](#)  
Meeting ID: 290 764 112 244  
Passcode: KJmfti
  
2. [+1 916-550-9867, 100945493#](#)  
United States, Sacramento  
Phone conference ID: 100 945 493#

The bid opening will begin promptly at 11:00 a.m. Attendees are required to complete the sign-in sheet on Exhibit G of this IFB, and email it to the undersigned at [sding@octa.net](mailto:sding@octa.net) no later than noon **January 7, 2025**.

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

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

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

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

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

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

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

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

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

Category:

Buses; Parts, Components,  
Vehicles

Commodity:

Bus Parts - Tires & Wheels

A pre-bid conference will be held on December 3, 2024, at 1:30 p.m., at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 101.

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

1. [Pre-Bid Conference Link](#)  
Meeting ID: 275 054 274 177  
Passcode: zUvCgJ
2. [+1 916-550-9867,,299257988#](#)  
United States, Sacramento  
Phone conference ID: 299 257 988#

A job walk is scheduled for December 4, 2025, at 9:00 a.m., at the Authority's Santa Ana base, located at 4301 W. MacArthur Blvd., Santa Ana, CA 92704. All prospective bidders are encouraged to attend the pre-bid conference and job walk.

**All participants for the job walk must provide and wear their own reflective safety vests. Participants not wearing a reflective safety vest will not be able to attend the job walk. The Authority will not provide reflective safety vests during the job walk.**

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

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

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

**SECTION I: INSTRUCTIONS TO BIDDERS**

## **SECTION I. INSTRUCTIONS TO BIDDERS**

### **A. PRE-BID CONFERENCE AND JOB WALK**

A pre-bid conference will be held both on-site/in-person and via teleconference on December 3, 2024, at 1:30 p.m.

For prospective Bidders who wish to join on-site/in-person, the pre-bid conference will be held at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 101.

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

1. [Pre-Bid Conference Link](#)

Meeting ID: 275 054 274 177

Passcode: zUvCgJ

2. [+1 916-550-9867,,299257988#](#)

United States, Sacramento

Phone conference ID: 299 257 988#

A job walk is scheduled for December 4, 2024, at 9:00 a.m., at the Authority's Santa Ana base, located at 4301 W. MacArthur Blvd., Santa Ana, CA 92704.

**All participants for the job walk must provide and wear their own reflective safety vests and wear appropriate clothing for climbing ladders to access the equipment on the roof. Participants not wearing a reflective safety vest will not be able to attend the job walk. The Authority will not provide reflective safety vests during the job walk.**

All prospective bidders are encouraged to attend the job walk.

### **B. EXAMINATION OF BID DOCUMENTS**

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

### **C. ADDENDA**

Any Authority changes to the requirements will be made by written addendum to this IFB. Any written addenda issued pertaining to this IFB

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

**D. AUTHORITY CONTACT**

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

Sue Ding, Sr. Contract Administrator  
Contracts Administration and Materials Management Department  
Phone: 714.560.5631  
Email: [sding@octa.net](mailto:sding@octa.net)

**E. CLARIFICATIONS**

**1. Examination of Documents**

Should a bidder require clarifications of this IFB, the bidder shall notify the Authority in writing in accordance with Section E.3. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter which will be sent to all firms registered on CAMM NET under the commodity codes specified in this IFB.

**2. Preference for Materials**

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

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



**3. Submitting Requests**

- a. All questions, clarifications and requests for approved equals must be submitted via email to [sding@octa.net](mailto:sding@octa.net) and must be received by the Authority no later than **5:00 p.m., on December 10, 2024.**
- b. Questions and comments must be clearly labeled, **"IFB 4-2552 Written Questions"**. The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. The following method of delivering written questions is acceptable as long as the questions are received no later than the date and time specified above:

Email: [sding@octa.net](mailto:sding@octa.net)

**4. Authority Responses**

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

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

<u>Category:</u>	<u>Commodity:</u>
Buses; Parts, Components, Vehicles	Bus Parts - Tires & Wheels

Inquiries received after **5:00 p.m. on, December 10, 2024**, will not receive a response.

**F. BRAND NAMES**

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

substitute for consideration by the Authority.

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

**G. SUBMISSION OF BIDS**

**Bidder is responsible for ensuring third-party deliveries arrive at the time and place as indicated in this IFB.**

**1. Date and Time**

**Bids must be received in the Authority's office at or before 11:00 a.m. on January 7, 2025.**

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

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

1. [Bid Opening MS Teams Link](#)  
Meeting ID: 290 764 112 244  
Passcode: KJmfti
2. [+1 916-550-9867,,100945493#](#)  
United States, Sacramento  
Phone conference ID: 100 945 493#

**2. Address**

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

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

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

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

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

**3. Identification of Bids**

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

**"IFB No. 4-2552 LEASE AND FULL SERVICE OF BUS TIRES"**

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

**4. Acceptance of Bids**

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

**H. PRE-CONTRACTUAL EXPENSES**

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

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

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

**I. JOINT BIDS**

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

**J. TAXES**

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

**K. PROTEST PROCEDURES**

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

**L. DELIVERY LOCATION:**

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

11790 Cardinal Circle, Garden Grove, California 92843  
1717 East Via Burton, Anaheim, California 92806  
4301 W. MacArthur Blvd. Santa Ana, California 92704  
14736 Sand Canyon Road, Irvine, California 92618  
16281 Construction Circle, West, Irvine, California 92606

**M. WITHDRAWAL OF BIDS**

Bidders may withdraw its bid at any time prior to the time set for opening of bids by means of written request signed by the bidder or its proper authorized representative. Such written request shall be delivered to the Contracts Administrator at the address noted in the cover notice of this IFB.

**N. CASH DISCOUNTS**

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

**O. APPENDICES**

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

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

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

**2. South Coast Air Quality Management District (SCAQMD)**

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

**3. Notice of Hazardous Substances**

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

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

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

**4. Hazardous Waste Labels**

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

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

**Q. CONTRACT AWARD**

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

The Authority's intention is to award a time-and-expense blanket purchase order for a five (5)-year term.

**R. AUTHORITY'S RIGHTS**

1. The Authority reserves the right to accept or reject any and all bids, or any item or part thereof, or to waive any informalities or irregularities in bids.
2. The Authority reserves the right to withdraw or cancel this IFB at any time without prior notice. The Authority makes no representations that any contract will be awarded to any bidder responding to this IFB.
3. The Authority reserves the right to issue a new IFB for the project.
4. The Authority reserves the right to postpone the bid opening for its own convenience.
5. Each bid will be received with the understanding that acceptance by the Authority of the bid to provide the goods and services described herein shall constitute a contract between the bidder and Authority

which shall bind the bidder on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted bid and specifications.

6. The Authority reserves the right to investigate the qualifications of any bidder, and/or require additional evidence of qualifications to perform the work.

**S. PUBLIC RECORDS AND INFORMATION**

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

**T. FORMS**

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

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

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

**2. List of Subcontractors Form**

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

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

Bidders are advised that an *optional* teleconference for the bid opening on January 7, 2025, at 11:00 a.m. is available. The bid opening will begin promptly at 11:00 a.m. Bidders who wish to join

on-site/in-person, the bid opening will be held at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 101. Callers are requested to dial in and mute the call. Bids are still to be submitted per the instructions of IFB 4-2552. Attendees are required to complete the sign-in sheet on Exhibit G to this IFB and email it to the undersigned at [sding@octa.net](mailto:sding@octa.net) no later than noon on **January 7, 2025**.



**SECTION II: KEY CONTRACTUAL TERMS**

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

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

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

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

### **B. CHANGES**

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

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

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

### **D. WARRANTIES**

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

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

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

## **E. INSURANCE**

- A. CONTRACTOR shall procure and maintain insurance coverage in full force and effect during the entire term of the Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. CONTRACTOR shall provide the following insurance coverage:
  1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, Advertising (if applicable to Scope of Work) and Personal Injury Liability, and Property Damage with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 Products/Completed Operations aggregate;
  2. Automobile Liability Insurance to include owned, hired and non-owned autos with a combined single limit of \$1,000,000 for each accident;
  3. Workers' Compensation with limits as required by the State of California including a Waiver of Subrogation in favor of AUTHORITY, its officers, directors and employees; and
  4. Employers' Liability with minimum limits of \$1,000,000 per accident, \$1,000,000 policy limit-disease, and \$1,000,000 policy limit employee-disease.
- B. Proof of such coverage, in the form of a certificate of insurance and an insurance policy blanket additional insured endorsement, designating the AUTHORITY, its officers, directors and employees as additional insureds on general liability and automobile liability, as required by Agreement. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective date of the Agreement and prior to commencement of any work. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the AUTHORITY. Furthermore, AUTHORITY reserves the right to request certified copies or review all related insurance policies, in response to a related loss.

- C. CONTRACTOR shall include on the face of the certificate of insurance the Agreement Number C-4-2552 and, the Contract Administrator's Name, Sue Ding.
- D. CONTRACTOR shall also include in each subcontract, the stipulation that subcontractors shall maintain insurance coverage in the amounts required of CONTRACTOR as provided in the Agreement. Subcontractors will be required to include AUTHORITY as additional insureds on the Commercial General Liability, and Auto Liability insurance policies.
- E. Insurer must provide AUTHORITY with at least thirty (30) days' prior notice of cancellation or material modification of coverage, and ten (10) days' prior notice for non-payment of premium.

**F. EXCESS REPROCUREMENT LIABILITY**

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

**G. PACKING AND SHIPPING**

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

**H. TITLE AND RISK OF LOSS**

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

**I. NEW MATERIALS**

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

**J. INSPECTION AND ACCEPTANCE**

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

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

**K. INDEMNIFICATION**

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

**L. INFRINGEMENT INDEMNITY**

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

**M. SUBCONTRACTORS AND ASSIGNMENTS**

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

**N. DISPUTES**

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

**O. NOTICE OF LABOR DISPUTE**

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

**P. OTHER CONTRACTS**

Authority may undertake or award other agreements for additional work, and Bidder shall fully cooperate with such other bidder's and Authority's employees and carefully fit its own work to such additional work as may be directed by Authority. Bidder shall not commit or permit any act, which will interfere with the performance of work by any other bidder or by Authority.

**Q. AUDIT AND INSPECTION OF RECORDS**

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

**R. PROHIBITED INTEREST**

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

**S. RIGHTS IN DATA**

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

**T. FEDERAL, STATE AND LOCAL LAWS**

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

**U. EQUAL EMPLOYMENT OPPORTUNITY**

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

**V. TERMINATION**

Authority may terminate this Agreement for its convenience at any time, in whole or part, by giving successful bidder written notice thereof. Upon termination, the Authority may pay the successful bidder allowable costs incurred to date of termination, and those costs deemed reasonably necessary by the Authority to effect such termination. In addition, the Authority may pay the successful bidder a percentage of profit, which relates to Agreement work, accomplished to date of termination, which shall be the date of notice of termination.

The Authority may terminate the Agreement if a federal or state proceeding for the

relief of debtors is undertaken by or against the successful bidder or if the successful bidder makes an assignment for the benefit of creditors, or in the event the successful bidder breaches the terms or violates the conditions of the Agreement, and does not within ten (10) days thereafter, cure such breach or violation, the Authority may immediately terminate the Agreement for default. The successful bidder shall be liable for any and all costs incurred by the Authority as a result of such default, including but not limited to reprocurement costs of the same or similar services defaulted by the successful bidder under this Agreement.

**W. CONFLICT OF INTEREST**

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

**X. CODE OF CONDUCT**

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



**SECTION III. SCOPE OF WORK**

**SCOPE OF WORK**

**LEASE AND FULL SERVICE OF BUS TIRES**

1. **TIRES**

- 1.1 Tires shall be of high quality, radial tire design suitable for Orange County Transportation Authority (OCTA) used in Transit Operations.
- 1.2 The leased tires shall provide reliable transit bus service, free from excessive noise and vibration, and free from defects in material and construction.
- 1.3 ***All tires attached to the steering axle of all buses shall be equipped with original tread tires only.***
- 1.4 Contractor shall provide tires meeting all laws and regulations of the State of California and the Federal Government. Contractor shall maintain tires in a condition that meets or exceeds these laws and regulations at all times.
- 1.5 All tires provided are to be factory molded and Department of Transportation (D.O.T) approved for 55 mile per hour city and suburban use. All tires shall be capable of 55 miles per hour (MPH) sustained operation and at least 65 MPH intermittent operation. Intermittent operation is defined as continuous operation not exceeding one (1) hour.
- 1.6 OCTA shall not be precluded during the life of the contract from introducing into the contract new or improved tires that may be developed by the industry. Contractor shall provide and service such tires that OCTA may add, at OCTA's sole discretion, to its fleet. The terms specified herein shall likewise be applicable to such additional tires, provided such tires are of the same size and type as hereinabove used.
- 1.7 If during the term of the contract, OCTA purchases new buses with leased tires, Contractor shall deliver to the North American bus manufacturer or port of demarcation the new tires required, if in Contractor's product line. OCTA shall give Contractor not less than a sixty (60) day written notification of tire quantities and delivery dates. Upon Contractor's delivery of such tires, OCTA agrees to assume responsibility for such leased tires in accordance with the Project Specifications.
- 1.8 If any such buses equipped with tires furnished by the Contractor shall be driven over land instead of being shipped by the manufacturer, OCTA shall pay the Contractor for use of the tires.
- 1.9 Any tires lost, stolen, or damaged while in the possession of the bus manufacturer, dealer or seller, or while the bus is being delivered shall be paid for by OCTA.

- 1.10 Terms shall be negotiated for any other make/model vehicles or different size and/or construction type of tire not currently shown in specifications, which are placed in service during the term of the contract.
- 1.11 OCTA will not transfer, sublet, or lend the tires furnished by, or permit the tires to be used by, anyone other than OCTA, or its agents, without the prior written approval of the Contractor.
- 1.12 All tires furnished for use by OCTA shall be delivered to OCTA and freight and delivery charges shall be paid by the Contractor.
- 1.13 Tires will be loaded and off-loaded at OCTA property by Contractor's personnel only. Contractor shall make prior arrangements to ensure staff is available to accept new tire deliveries and scrap tire disposal shipments. OCTA personnel will not accept or be responsible for deliveries or shipments.

**2. TIRE TYPE AND SIZE**

2.1 Estimated bus inventory for five (5) year contract term:

<b>Bus Series Type</b>	<b>Model</b>	<b>Tire Size</b>	<b>Pre-Torque (ft-lb)</b>	<b>Installation Torque (ft-lb)</b>	<b>Estimated Number of Buses</b>
1100's	New Flyer LF Hydrogen 40 ft	305/70R22.5	100 200	500+/-25	10
1200's	New Flyer Electric 40ft	305/70R22.5	100 200	500+/-25	10
2100's	Gillig 40ft CNG	305/70R22.5	100 200	500+/-25	99
2200's	Gillig 40ft CNG	305/70R22.5	100 200	500+/-25	66
2300's	Gillig 40ft CNG	305/70R22.5	100 200	500+/-25	36
5121's	New Flyer LF 40ft CNG	305/70R22.5	100 200	500+/-25	29
5300's	New Flyer 40ft Diesel	275/70R22.5	100 200	500+/-25	10
5400's	New Flyer 40ft Diesel	275/70R22.5	100 200	500+/-25	9
5500's	New Flyer LF 40ft CNG	305/70R22.5	100 200	500+/-25	38
5600's	New Flyer LF 40ft CNG	305/70R22.5	100 200	500+/-25	51
5700's	New Flyer LF 40ft CNG	305/70R22.5	100 200	500+/-25	98
5800's	New Flyer LF 40ft CNG	305/70R22.5	100	500+/-25	65

			200		
6380's	Gillig 30ft CNG	275/70R22.5	100 200	500+/-25	12
7500's	New Flyer LF 40ft CNG	305/70R22.5	100 200	500+/-25	71
7600's	New Flyer LF 60ft CNG	305/70R22.5	100 200	500+/-25	20
7621's	New Flyer LF 60ft CNG	305/70R22.5	100 200	500+/-25	16

**Cutaway Fleet**

<b>Bus Series Type</b>	<b>Model</b>	<b>Tire Size</b>	<b>Installation Torque (ft-lb)</b>	<b>Estimated Number of Buses</b>
6100's	Ford E-450	225/75R16.0	150	99
6200's	StarTrans Ford E-450	225/75R16.0	165	18
6350's	El Dorado Ford F-550	225/75R16.0	165	2
6370's	StarTrans Ford F-550	225/70R19.5	165	2
8500's	Glaval Ford E-450	225/75R16.0	165	3
8600's	StarTrans Ford E-450	225/75R16.0	165	98
8700's	StarTrans Ford E-450	225/75R16.0	165	32

**Van Fleet (Pilot Vehicle)**

<b>Bus Series Type</b>	<b>Model</b>	<b>Tire Size</b>	<b>Installation Torque (ft-lb)</b>	<b>Estimated Number of Buses</b>
6000's	Transit Ford T-350	235/65R16.0	150	7

Above quantities are projected and estimated quantities only and subject to change.

**3. RATES**

**3.1 Base Rate**

Contractor shall invoice a separate **fixed tire mile rate for the contract term for both lease and service**. There will be no other rate adjustments allowed. A separate invoice will be used each month for the previous month's tire service charges and lease.

- 3.2 Contractor shall be required to have properly trained employees who will be regularly assigned to OCTA property in order to perform all of the required tire services and safely operate the required vehicles. Any short term temporary or substitute employees brought in to replace regular assigned employees shall be under the direction of a qualified lead man or supervisory employee of the Contractor. Contractor's employees must be familiar with OCTA facilities, vehicles, and equipment; OCTA as well as the Contractor's safety rules policies, and procedures apply. All employees, regular as well as temporary or substitute, must have a valid California Driver's License. A Department of Motor Vehicles current driver's license status report shall be available as requested by OCTA. **Contractor's employees must provide training for operation of OCTA vehicles and demonstrate the ability to operate buses when requested.**
- 3.2.1 A minimum of ten (10) employees plus a leadsman are required. The five (5) facilities require 2-shift operation. Facility locations: 1. Anaheim Base, 2. Garden Grove Base, 3. Irvine Base Construction Circle, 4. Santa Ana Base, 5. Irvine Base Sand Canyon Base.
- 3.2.2 Hours are to be designated by mutual agreement of each Base Manager and Contractor. Contractor shall post a work schedule in the tire shop showing shifts, hours and employees assigned. Schedule must be kept current and updated as required. Employees will check in and out with the OCTA Supervisor on duty. The shifts may vary by location, but the hours are 6:00 p.m. to 2:30 a.m. to cover the morning pull out. The dayshift is generally 6:00 a.m. to 2:30 p.m. Tire personnel will be required on a five (5)-day work week basis, Monday through Friday. Sign-in sheets will be provided for Contractor's employees. **Failure to sign in-and-out for a shift will lead to Contractor not being paid for the shift.** This amount will be deducted from the monthly labor invoice. Any recorded shift less than a full shift will also be deducted from the monthly labor invoice.
- 3.2.3 Contractor will be required to comply with OCTA's Holiday schedules. OCTA observes approximately seven (7) holidays annually. Contractor will be issued current year schedule each January.
- 3.2.4 OCTA will provide a shop area with compressed air, electricity, and a hydraulic lift. All other equipment and furniture necessary to perform the requirements of the tasks identified will be supplied by the Contractor. The equipment provided by the Contractor may be new or used but must be properly maintained.

- 3.2.5 Contractor's employees must provide documentation demonstrating the ability to operate lifting equipment and operation of OCTA buses when requested. The Contractor shall provide a detailed list of the equipment provided at each shop to perform the duties as described in this scope of work.
- 3.2.6 Contractor shall be responsible for proper tire securement, i.e., lock and chain of all mounted and unmounted tires and wheels. OCTA shall not be responsible for the loss of tires that are not properly secured or lost. Contractor will be provided a secure and enclosed storage either in buildings or storage containers for spare tire stock. Since the tire operation is not required on a 24/7 basis, OCTA personnel shall have access to mounted tire stock for times Contractor is not available to service buses requiring tires. This mounted tire stock can be secured via a lock and key as long as OCTA personnel have access to the mounted stock.
- 3.2.7 Contractor is required to conduct criminal background checks for all personnel assigned to OCTA bases. The Contractor is required to determine those convictions that would disqualify personnel from working on OCTA property. Convictions that have been subsequently dismissed, sealed, expunged, pardoned or statutorily eradicated need not be listed. California residents need not list convictions for marijuana-related misdemeanor offenses that are more than two years old. \*If an applicant states they have been convicted of a crime, the applicant is required to state nature of the crime(s), when and where convicted, and disposition of the case. \*No applicant can be automatically denied employment with the Contractor solely on the grounds of conviction of a criminal offense. The nature of the offense, date of the offense, the surrounding circumstances and the relevance of the offense to the position(s) applied for may, however, be considered.
- 3.3 Contractor shall be expected to perform the following functions:
- 3.3.1 Make all wheel changes.
- 3.3.2 Keep tires inflated to recommended pressure and provide a regular and routine fleet check of tire pressures. Reports will be required to be submitted on a monthly basis. At a minimum, tires shall be checked, and pressures recorded at least once a month.

During the monthly tire check, the contractor will ensure torque flags are installed on every vehicle at all times. Flags will be supplied by OCTA.

- 3.3.3 Make any repairs to tires to keep them in proper running condition
- 3.3.4 Mount and dismount tires from wheels.
  - 3.3.4.1 Polished rims will be maintained as Front Only (left or right), and Rear Outside Only (left or right).
  - 3.3.4.2 Worn front tires must be dismounted from the polished rim prior to installation on any rear axle position.
  - 3.3.4.3 Rear axle outside polished rims shall not to be reversed and installed on any inside rear axle position.
  - 3.3.4.4 All polished rims will be managed and distributed by OCTAs Parts Department.
- 3.3.5 Torque and re-torque wheels consistent with manufacturer's guidelines. (See 2.1 above).
  - 3.3.5.1 Contractor will re-check torque on all wheels that have been removed and reinstalled within 500 miles of Installation.
  - 3.3.5.2 OCTA employees will torque wheels after completing brake work and other work that requires wheel removal but may request that the Contractor performs a re-check of torque. OCTA and Contract base supervisor will provide a work order when a torque re-check is required.
- 3.3.6 Paint or powder coat steel wheels as required or at the direction of OCTA personnel (all of the Cutaway bus series have steel wheels).
  - 3.3.6.1 Color: TCI Machine Tool Grey, Product Code 9810-70844 or approved equal water-based paint.
  - 3.3.8.2 Wheel will be sandblasted, bead shot with metal or glass, cleaned, and checked for damage. Serviceable wheels shall be painted on both sides.
  - 3.3.8.3 Fasteners holes or wheel mating areas will be primed and not painted.

4. **DAMAGE, SALE OR PURCHASE OF TIRES**

- 4.1 Contractor assumes the risk of road damage. The cost for damaged tires shall be included in the rate per tire mile. "Normal damage" shall be defined as partial or total destruction of a tire by means of other than normal wear, including irregular wear, damage, or heat, curbing, road hazards, and misalignment. "Condemned tires" shall be defined as tires that are damaged beyond, resulting from accident fire or have been lost, sold or purchased. Condemned tires shall be paid for by OCTA in accordance with 4.3. **Contractor shall have title to and bear the risk of any loss or damage to the tires leased until they are mounted on rims and installed on the vehicle, at which point risk of loss shall pass from Contractor and Contractor's responsibility for loss or damage shall cease, except for loss or damage resulting from Contractor's negligence. Contractor assumes the liability of tires that are stolen from OCTA's property.**
- 4.2 OCTA agrees to reasonably maintain vehicles' suspension and steering in accordance with the vehicle manufacturers' alignment specifications and keep brakes properly adjusted.
- 4.3 Condemned tires shall be paid for by OCTA by paying for any mileage remaining thereon at the lease rate then in effect. The remaining mileage shall be prorated by determining the tread rubber remaining multiplied by contract fixed cost per 32<sup>nd</sup> of an inch. A weekly and monthly damaged tire report shall be maintained and submitted the maintenance supervisor's office.

A casing charge will apply to the various sizes required.

Example:	<u>Tire Size</u>	<u>Cost per 32<sup>nd</sup></u>
	305/70R22.5	\$ x. xx

- 4.4 When a tire is not available for inspection to apply the above formula due to loss or damage by OCTA, or complete destruction of tire by OCTA, OCTA shall not reimburse the Contractor in excess of fifty percent (50%) of the current value of a similar tire, unless the Contractor can provide an auditable accounting of the tire's accurate mileage prior to the loss. OCTA is not responsible for loss of tires that are in control of the Contractor. OCTA provides tunnel trailers that are lockable for the Contractor, which will control the keys for the trailers that are used for the Contractor's stock. Tires that are missing will not be paid for by OCTA.



- 4.5 When a bus is sold or removed from service for any reason, tires shall be removed from said vehicle by the Contractor and retained for future service. Scrap tires, if available, supplied by Contractor at no charge, will be used for surplus vehicles. Contractor should make every effort to use such scrap tires. In the event that such tires are in unsafe or unusable condition, or are not of a size or type which can be utilized on OCTA's current fleet, OCTA shall reimburse the Contractor for such tires as indicated in item 4.3, above. When possible, OCTA will provide thirty (30)-day advance notice when buses are to be removed from service.
- 4.6 Contractor agrees to remove used automotive and light truck tires and properly manifest and dispose of these tires of various brands and sizes.

5. **RESERVE TIRES**

- 5.1 Contractor agrees to keep a sufficient reserve supply of tires adequate to ensure proper tire service on all buses operating from each of five (5) bus bases: Irvine (North and South locations), Garden Grove, Anaheim, and Santa Ana). No bus shall be held from service due to a lack of tires.
- 5.2 Contractor will be responsible for covering the stored tires to prevent storm water runoff. Decision as to the number of reserve tires to be supplied at each operation will be the responsibility of the Contractor.
- 5.3 OCTA and OCTA's Contractor shall provide a safe and suitable area for the storage of spare tires and tires unfit for further service so that such tires may not be subject to damage by the elements. **Contractor shall be solely responsible for securing its storage area.** Contractor shall have title to and bear the risk of any loss or damage to the tires leased until they are mounted on rims and installed on the vehicle, at which point risk of loss shall pass from Contractor and Contractor's responsibility for loss or damage shall cease, except for loss or damage resulting from Contractor's negligence.
- 5.4 Decision as to the number of reserved tires to be supplied at each operating base is to be in accordance with accepted practices in the industry, and to be in concurrence with the OCTA's Manager of Maintenance or designated representative.

6. **TIRES UNFIT FOR SERVICE**

- 6.1 Contractor will remove tires from service immediately when determined unfit by either the Contractor or OCTA. Such tires are to be removed from OCTA property within thirty (30) days of determination of being unfit, in accordance with local, state, and federal laws and regulations.

7. **WRITTEN INSTRUCTIONS**

- 7.1 After contract award, Contractor shall provide OCTA with written procedures setting forth the proper use, maintenance, and service of Contractor's tires.
- 7.1.1 Include technical specifications of proposed tires, size, load, pressure, static radius, revolutions per mile, rim width, tread depth, mile per hour, etc.
- 7.1.2 Tire characteristics relative to variety of road surfaces and conditions such as dry and wet.
- 7.1.3 Detailed work plan to include Preventative Maintenance Plan, schedule, rotation, repair, wheel tightening, wheel painting, wheel inspection, etc.
- 7.1.4 Organization structure including on-site tire personnel, lead person, supervisor, and area manager.

8. **TIRE TESTING**

- 8.1 OCTA, at its own expense, reserves the right to test tires other than the Contractor's on up to 10 percent (10%) of OCTA's fleet.

9. **REPORTS**

- 9.1 Contractor shall submit reports, summarizing original tires and retread tires removed as required. Stationary, forms and miscellaneous office supplies to be provided by Contractor.
- 9.2 In addition, the Contractor shall provide the following information on a monthly basis.
- 9.2.1 Tires on – off - daily report required. Report shall be submitted to base supervision nightly so that torque check work orders can be generated. Each base will retain a record of the reports submitted.
- 9.2.2 Monthly Fleet Inspection report will consist of weekly fleet inspections and shall be provided to the OCTA Project Manager the first week of each month. The report will include air pressure and tread depth.
- 9.2.3 Monthly employee Sign-in/out sheets from each operating base.
- 9.2.4 Tire Inventory Report for each operating base.

- 9.2.5 Three (3) day or 500-mile Torque Check Report (Irvine Construction Circle only).
- 9.2.6 Monthly employee schedule for each operating base.
- 9.2.7 Scrapped tire manifests for each operating base (only if tires were scrapped).
- 9.2.8 Safety Walk Inspection Reports
- 9.2.3 Monthly Fleet Summary of Tire Condition, to include at minimum air pressure, tread depth, cuts, recap condition where applicable, sidewall damage, and obvious embedded objects.
- 9.3 OCTA will provide a monthly report listing individual vehicle numbers and total miles operated per month, no later than the 14<sup>th</sup> of the following month, plus records of any tire changes performed during unscheduled hours during bus maintenance or road calls, where conditions allow on the Contractor's forms.
- 9.4 During this contract period OCTA will implement a new Enterprise Asset Management system (EAM) and will begin paperless recordkeeping. Contractor will be required to supply and utilize a mobility device to access work orders on the new system. OCTA expects to launch the new EAM system in mid-2025.

10. **INDEPENDENT CONTRACTOR**

- 10.1 Contractor's relationship to OCTA in the performance of this Agreement is that of an independent contractor. The personnel performing services under any resulting Agreement shall at all times be under the Contractor's exclusive direction and control and shall be employees of Contractor and not employees of OCTA. Contractor shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations regarding the employees including social security, income tax withholding, and unemployment compensation.
- 10.2 While on OCTA property, the Contractor will obey and follow all of OCTA's safety procedures and policies.
- 10.3 Contractor personnel will sign in and check in with the on-duty maintenance supervisor prior to starting shift. Contractor personnel will sign out when shift has ended. Failure to adhere to this requirement will lead to Contractor not being paid for the missed shift for the employee for the service portion of the bill.

- 10.4 Contractor personnel will conduct business in a professional manner and refrain from confrontations either physical or verbal. Contractor's personnel will adhere to the same rules and regulations that OCTA employees adhere to. Safety vests must be worn at all times while on OCTA property. Steel toe shoes must be worn at all times while Contractor's employees are on property. Contractor Personnel must refrain from cell phone use outside of buildings.
- 10.5 Contractor personnel shall at all times dress in uniforms with clear identifying logos and name badges and carry proper identification while on OCTA property. Contractor employees shall not display tattoos, body markings or piercings while on OCTA property.
- 10.6 Contractor shall post daily the labor schedule, which is agreed upon with base management that displays all personnel schedules with days, shifts, and days off.

**11. DISPOSITION OF TIRES AT TERMINATION**

- 11.1 At such time as any resulting contract or purchase order shall reach its expiration date, unless the parties enter into a new agreement to become immediately effective, OCTA shall either (a) within thirty (30) days after submission of statement by Contractor, return all new and unused tires and retreads and pay for used, non-returnable tires in accordance with item 4.3 above, (b) make equal monthly payments over a twenty-four (24)-month period, exclusive of interest or any other additional charges, or (c) in the event OCTA wishes to change suppliers, continue to use all tires furnished by the tire Contractor under such agreements in OCTA's possession on the expiration date for a period of thirty-six (36)-months from the expiration of the current contract or purchase order.
- 11.2 In the event OCTA chooses to exercise option (c) above, the tire Contractor shall be relieved of any requirement to furnish OCTA with tires, flaps, service, equipment, wheel refinishing or repair material during said thirty-six (36)-month period, unless requested by OCTA and agreed to by the tire Contractor. The rate or rates per vehicle mile in effect during such sixty (60)-month period shall be the rate or rates in effect for the twelve (12)-month period immediately preceding the termination of such sixty (60)-month period, (or thirty-six (36)-month period depending on option selected in item 11.1). It is understood that OCTA shall continuously use such tires insofar as practicable on its highest mileage runs until such tires are rendered permanently unfit for service during said sixty (60)-month period, (or 36-month period depending on option selected in item 11.1).

- 11.3 The option contained in (c), above, would be exercised by OCTA upon thirty (30) days written notice prior to the expiration date of the then current contract or purchase order. Upon the expiration of said sixty (60)-month period, (or thirty-six (36)-month period depending on option selected) OCTA shall pay for any then unused tire mileage in accordance with item 4.3 above. OCTA would then acquire each such used tire as is, and the tire Contractor would make no warranty as to the condition or fitness for continued use of such tires.

## 12. **MOUNTING AND DISMOUNTING TIRES**

The following are suggested guidelines for servicing, repairs and maintenance of tires. Contractor is responsible for maintaining tires consistent with industry standards and practices and manufacturer requirements.

- 12.1 Beads should be well lubricated before applying the tire to rim. Avoid petroleum-based compounds. Vegetable-based compounds are recommended. Excess lubricant must be removed from the tire and rim.
- 12.2 Replace the metal valve stem on every wheel before mounting new tires. If any looseness, cracking or otherwise damaged conditions of the valve stem is noted at any time, replace the metal stem. Replace the valve core and grommet on all metal stems each time a tire is dismantled. Use of rubber stems are forbidden on OCTA fleet.
- 12.3 A new valve cap made of metal should be applied to the valve. Do not use plastic valve caps.
- 12.4 ***Vendor must use mounting equipment that has been designed for use with aluminum rims.***
- 12.5 Safety inspection of each rim will be done at every mount and dismount for any discrepancy. If a discrepancy is found, that rim will be set aside, a new rim installed, and a Maintenance Supervisor notified.
- 12.5.1 Lug holes shall be inspected for excessive wear, out-of-round condition or damage and defects reported to OCTA Supervisor.
- 12.6 Torque specifications will be set to wheel manufacturer specifications. All wheel nuts will be hand-torqued with a Ratchet Head (click type) or break away torque wrench. A Master Torque Wrench shall be certified annually, with all other torque wrenches to be checked monthly against the Master Torque Wrench. All torque wrenches shall be certified calibrated annually and the certificate shall be provided to OCTA shop supervisor's office annually.

- 12.7 Contractor will re-check torque on all wheels that have been removed and re-installed within three (3) days or five-hundred (500) miles of installation. OCTA employees will torque wheels after completing brake work and other work that requires wheel removal but may request that Contractor performs a re-check of torque.

### 13. TIRE INFLATION

#### 13.1 Initial Inflation

- 13.1.1 Recommended operation air pressure should be in accordance to the load per tire as shown in the load/inflation tables of the Tire and Rim Association, Inc. Year Book, or as recommended by the wheel manufacturer.
- 13.1.2 When new tires are initially inflated, they should be inflated two PSI higher than the recommended operating pressure. Mark initial inflation pressure on sidewall of tire with tire chalk.
- 13.1.3 When new mounted tires are applied, check inflation and adjust to two PSI higher than recommended operating pressure.
- 13.1.4 Recheck valve stem for proper seat and tightness. Reapply metal valve cap.

#### 13.2 Inflation Maintenance

- 13.2.1 A cold inflation schedule should be maintained according to recommendation.
- 13.2.2 If inflation is checked while tires are warm or hot, allowance should be made for pressure build-up due to heat.
- 13.2.3 ***Do not bleed hot or warm tires.***
- 13.2.4 Accuracy of the tire inflation service gauge should be checked weekly with a "master" tire inflation gauge.
- 13.2.5 Gauge checking of all tires on all vehicles shall be done on a regular schedule. It is required that all tires on vehicles be checked at a minimum of once per month.
- 13.2.6 Remove and repair any tire found to have pressure below recommended pressure (80 PSI) than other tires on the same vehicle and inspect for damage thoroughly.

- 13.2.7 Maintain tire inflation pressure to vehicle manufacturer's standards. Never exceed Gross Vehicle Weight Rating (GVWR) of vehicle.
- 13.2.8 Each time a tire is checked:
  - 13.2.8.1 Check valve core.
  - 13.2.8.2 Check valve cap for proper seal.
  - 13.2.8.3 Check valve and valve cap threads.
  - 13.2.8.4 Make sure valve cap is tightened properly.
  - 13.2.8.5 Check condition of tire for wear, cuts, curb snags, etc.

**14. VALVE CAPS AND CORES**

14.1 Valve Caps

- 14.1.1 When a new stem is applied, use core which is supplied.
- 14.1.2 Replace valve core each time a new tire is mounted.
- 14.1.3 Make certain valve stem is properly seated and tight.
- 14.1.4 Do not reuse old valve cores.

**15. TIRE APPLICATION**

- 15.1 Front Tires – will be pulled (removal depths) from the steer axle at 4/32nds.
  - 15.1.1 New tires shall be applied to fronts in pairs.
  - 15.1.2 Make sure tire pressure is same on both positions and at the proper recommended pressure.
  - 15.1.3 Unusual wear patterns reflecting front end alignment problems must be reported to OCTA Supervisors via the tire on-off report.
    - 15.1.3.1 Check also for worn out or loose suspension parts and report defects to OCTA Supervisor before putting the vehicle back into service.
  - 15.1.4 Balancing of front tires is mandatory when new tires are applied.

- 15.1.5 Check and adjust tire pressure previous to being reapplied or being placed in spare stock.
- 15.2 Rear Tire Servicing – Rear tires will be pulled (removal depths) at 2/32.
  - 15.2.1 If rib design tires are used on both front and rear positions, rear tires should be rotated from front positions. The need for rear tires should determine when front tires are removed and reapplied to rear positions.
  - 15.2.2 All tires, whether applied to front or rear positions should have adequate tread design. Retread tires are only allowed on the rear of large buses. ***Cutaway vehicles may NOT have any retread or regrooved tires installed at any position.***
  - 15.2.3 Tires in dual assemblies should be matched with regard to design and dimensional tolerances. Improperly matched duals may result in irregular wear, rapid wear, vehicle mechanical problems and premature tire failure. Failure to match tires in a dual assembly may result in sudden tire destruction.
- 15.3 Any OCTA Defect Card (defines discrepancy with the tire) that is referred to the tire shop must be completed during the course of the shift. If unable to do so, proper notification must be made to OCTA's Supervisor on duty.

**16. SPARE STOCK MANAGEMENT**

- 16.1 When tires are stored in rack, the brand number and size should be written on the tread of the tire to facilitate taking inventory. Place new tires in numerical order and use in numerical sequence (lowest first).
- 16.2 Use of tire change tags. The person who changes the tire must complete a change tag showing the brand number of the tire off the vehicle, tires on, date of change and vehicle number. With tire marking chalk, note the reason the tire has been pulled and circle the problem, i.e. nail hole.

**17. CLEAN UP**

Contractor shall at all times keep the site area, including storage areas, free from accumulations of waste material or rubbish. Full compensation for conforming to the provisions in this Article, not otherwise provided for, shall be considered as included in price of this Agreement and no additional compensation will be allowed therefore.



**18. DRUG & ALCOHOL PROGRAM**

18.1 The Contractor is responsible for complying with all applicable federal, state, and local laws and regulations pertaining to a drug and alcohol-free workplace. OCTA maintains a zero-tolerance drug and alcohol policy. Contractors must maintain, at a minimum, OCTA's policy which is available at:

<https://octa.sharepoint.com/sites/octatoday/Policies%20and%20Procedures/PACE-HSEC-420.17DRUG.pdf?web=1>

18.2 The Contractor shall have an alcohol and drug program that includes at a minimum, a drug and alcohol-free workplace policy, and an employee alcohol/drug-testing program. Any Contractor employee found working with any amount of drugs or alcohol in his/her system, on his/her person, or in his/her vehicle shall not be permitted to work under this contract.

17.3 The Contractor must show proof of compliance with the Federal Transit Administration (FTA), Department of Transportation's (DOT) Drug and Alcohol program requirements with specific compliance with FTA's Title 49, Part 40 entitled Procedures For Transportation Workplace Drug and Alcohol Testing Programs, and Title 49, Part 655 entitled Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations and employ a Drug and Alcohol Program Manager (DAPM) with the necessary certifications and training required for these program requirements. DOT FTA Title 49 Part 40 and Title 49 Part 655 can be found on the FTA website at:

[https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/TITLE\\_49\\_TRANSPORATION\\_Part\\_40.pdf](https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/TITLE_49_TRANSPORATION_Part_40.pdf)  
<https://www.govinfo.gov/content/pkg/FR-2001-08-09/pdf/01-19234.pdf>

If the Contractor utilizes subcontractors, this requirement shall be applied to the subcontractor. Bidder must identify the subcontractors to be utilized in proposal submittal and Offeror must provide proof that subcontractor is compliant with the FTA DOT Drug and Alcohol program requirements.

Failure to comply with all requirements in the scope of work and the requirements set forth in the agreement for Drug and Alcohol testing will result in suspension, and/or termination of the contract.

**SECTION IV. BID PACKAGE**

**SECTION IV. BID PACKAGE**

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

**EXHIBIT A. BID FORM**

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

**EXHIBIT B. PRICE SUMMARY SHEET**

**EXHIBIT C. INFORMATION REQUIRED OF BIDDER**

Bidder must provide all the information requested in this form.

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

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

**EXHIBIT F. LIST OF SUBCONTRACTORS FORM**

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

**EXHIBIT A: BID FORM**

**BID FORM**

INVITATION FOR BIDS NUMBER: 4-2552

DESCRIPTION: LEASE AND FULL SERVICE OF  
BUS TIRES

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

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

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

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

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

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

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

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

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

**BLANKET PURCHASE ORDER**

Effective May 1, 2025 for a five (5)-year term through April 30, 2030 for the Authority's requirements on an "as-needed" basis, with no guarantee of usage as specified in Section III, entitled "Scope of Work", and Exhibit B, "Price Summary Sheet".

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

Prices quoted shall remain firm for the term of the Purchase Order and include direct costs, indirect costs, standby time, trip time, profits, and any other costs.

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

Any Purchase Order awarded as a result of this IFB will be awarded to the lowest priced, responsive and responsible Bidder and shall be on a lump sum basis, in accordance with the requirements in this IFB.

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

Deliveries will be made to the following addresses:

1. Anaheim Maintenance Base  
1717 E. Via Burton  
Anaheim, CA 92806
2. Garden Grove Maintenance Base  
11790 Cardinal Circle  
Garden Grove, CA 92843
3. Irvine Construction Circle Base  
16281 Construction Circle West  
Irvine, CA 92606
4. Santa Ana Maintenance Base  
4301 W. MacArthur Ave.  
Santa Ana, CA 92704
5. Irvine Sand Canyon Base  
14736 Sand Canyon Rd.  
Irvine, CA 92618

**EXHIBIT B: PRICE SUMMARY SHEET**

**PRICE SUMMARY SHEET**

DESCRIPTION			Year One 5/1/25 - 4/30/26		Year Two 5/1/26 - 4/30/27		Year Three 5/1/27 - 4/30/28		Year Four 5/1/28 - 4/30/29		Year Five 5/1/29 - 4/30/30	
Item No.	One-Year Est. Total Miles	Tire Size	Rate	Extension	Rate	Extension	Rate	Extension	Rate	Extension	Rate	Extension
1	16,855,000	305/70R22.5 Lease Tire Rate Per Mile	/mile		/mile		/mile		/mile		/mile	
2	263,130	275/70R22.5 Lease Tire Rate Per Mile	/mile		/mile		/mile		/mile		/mile	
3	159,200	235/65R16 Lease Tire Rate Per Mile	/mile		/mile		/mile		/mile		/mile	
4	53,700,000	225/75R16.0 Lease Tire Rate Per Mile	/mile		/mile		/mile		/mile		/mile	
5	160,000	225/70R19.5 Lease Tire Rate Per Mile	/mile		/mile		/mile		/mile		/mile	
6	100	Auto Tires Disposal, as describe in Exhibit A, Scope of work, 4.6	/each		/each		/each		/each		/each	
7	100	Painting of Steel Wheels, as described in Exhibit A, Scope of Work, 3.3.6	/wheel		/wheel		/wheel		/wheel		/wheel	
7.1	<b>Annual Total: Items 1-7 (with Sales Tax 7.75%)</b>		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____	
8	Total yearly service for 11 employees including a lead person for five bases, per Exhibit A, Scope of Work, 3.2.1.			/yr		/yr		/yr		/yr		/yr
9	<b>Total Cost of Condemned Tires (from Page 45 of IFB):</b>		\$ _____									
10	<b>TOTAL LUMP SUM FOR FIVE YEARS:</b>		\$ _____ (Sum of five years in items 7.1, 8 and 9)									
11	<b>City of Orange Sales Tax:</b> 7.75% or Effective Rate											
12	<b>California Tire Fee:</b> \$1.75 or Effective Rate. Effective rate based on the ship date of the tire. Applies to initial delivery of the tire.											

- Note:** 1. The price evaluation will be based on Total Lump Sum for Five years.  
 2. Items 11-12 are not part of total for evaluations. OCTA will pay for California sales tax and tire fee.  
 3. The actual sales tax and recycling fee invoiced will be based on "actual" not estimated total miles.



**COST OF CONDEMNED TIRES**  
**AS SPECIFIED IN SECTION III, SCOPE OF WORK, SECTION 4.**

	A	B	C	D	E	F	G	H	
1	<b>Tire Size</b>	Total Number of 32nd on tire	Est. Five-year Q'ty	Casing Charge	<b>Original</b> Cost per 32nd	<b>Retread</b> Cost per 32nd	Total Cost per 32nd <b>Original Tires</b> <b>(1)</b>	Total Cost per 32nd <b>Retread Tires</b> <b>(2)</b>	
2	<b>305/70R22.5</b>	27	900	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
3	<b>225/75R16.0</b>	14	225	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
4	<b>225/70R19.5</b>	14	50	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
5	<b>235/65R16</b>	19	50	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
6	<b>275/70R22.5</b>	18	100	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
7	<b>TOTAL COST OF CONDEMNED TIRES (3):</b>							\$ _____	
8	<b>Note: (1) Total Cost per 32nd Original Tires (G) = (BxE+D)*C</b>								
9	<b>(2) Total Cost per 32nd Retread Tires (H) = (BxF+D)*C</b>								
10	<b>(3) Total Cost of Condemned Tires = Column G + Column H</b>								

**EXHIBIT C: INFORMATION REQUIRED OF BIDDER**

**EXHIBIT C: INFORMATION REQUIRED OF BIDDER**

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

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

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

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

**HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS**

**LEVEL 2 STANDARD HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS**

**PART I – GENERAL**

**1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS**

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

**C. INJURY AND ILLNESS PREVENTION PROGRAM**

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

**D. SUBSTANCE ABUSE PREVENTION PROGRAM**

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

**E. HAZARD COMMUNICATION PROGRAM**

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

**F. STORM WATER POLLUTION PREVENTION PLAN**

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

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

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

## H. SCOPE PLANNING

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

## I. ORIENTATION

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

## J. TRAFFIC & PARKING

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

## K. GENERAL PROVISIONS

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

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

## 1.2 ENVIRONMENTAL REQUIREMENTS

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



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

### 1.3 INCIDENT NOTIFICATION AND INVESTIGATION

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

seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.

1.  Serious Injury : includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
2.  Serious Incident : includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.
3.  OSHA Recordable Injury / Illness : includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.
4.  Significant Near Miss Incident : includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

#### 1.4 PERSONAL PROTECTIVE EQUIPMENT

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

#### 1.5 LANGUAGE REQUIREMENTS

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

#### 1.6 WARNING SIGNS AND DEVICES

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

1.7 REFERENCES

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

END OF SECTION

**EXHIBIT E: STATUS OF PAST AND PRESENT CONTRACTS FORM**

**STATUS OF PAST AND PRESENT CONTRACTS FORM**

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

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

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

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

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

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date

**EXHIBIT F: LIST OF SUBCONTRACTORS**

**LIST OF SUBCONTRACTORS**

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

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

<b>TOTAL VALUE OF SUBCONTRACTED WORK</b>	\$
--	----

Bidder's Name: \_\_\_\_\_

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

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





## BID OPENING REGISTRATION

**IFB #: 4-2552**

**Date: January 7, 2025, 11:00 a.m.**

**Title: Lease and Full Service of Bus Tires**

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