

DRAFT INVITATION FOR BIDS (IFB) 250095

COMPRESSED NATURAL GAS FUEL TANK REPLACEMENT



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

Key IFB Dates

Issue Date: Monday, March 23, 2026

Question Submittal Date: Thursday, March 26, 2026 before 5:00 pm

Bid Submittal Date: April 20, 2026

SECTION I. INSTRUCTIONS TO BIDDERS

A. NOTICE TO BIDDERS

IFB 250095, “Compressed Natural Gas Fuel Tank Replacement”

TO: ALL BIDDERS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites bids from qualified contractors to provide and deliver compressed natural gas (CNG) fuel tanks on forty-eight (48) 2007-2008 New Flyer LFR buses. The budget for this effort is \$2,721,744.00 for a two (2)-year term.

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

Bids must be submitted electronically through the Authority's OpenGov Procurement portal before 11:00 am, Monday, April 20, 2026.

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

Bidders interested in obtaining a copy of this Invitation for Bids (IFB) may do so by downloading the IFB from the Authority's OpenGov Procurement portal.

To receive all further information regarding this IFB, bidders and subcontractors must be registered on OpenGov Procurement and following this IFB on the [Authority's OpenGov Procurement portal](#).

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

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

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

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

E. CLARIFICATIONS

1. Examination of Documents

Should a bidder require clarifications to this IFB, the bidder shall submit such a request for clarification or inquiry through the "Question and Answer" section of this IFB on the Authority's OpenGov Procurement portal prior to 5:00 pm on Thursday, March 26, 2026. Should it be found that the point in question is not clearly and fully set forth; the Authority will issue a written addendum clarifying the matter which will be posted to this IFB on the Authority's OpenGov Procurement portal.

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

All requests for clarification of specifications, or questions must be submitted electronically through the Authority's OpenGov Procurement portal and must be received before 5:00 pm on Thursday, March 26, 2026.

4. Authority Responses

Responses from the Authority will be posted on the OpenGov Procurement portal at <https://procurement.opengov.com/portal/octa/projects/230740>.

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

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

1. Date and Time

Bids must be submitted before 11:00 am, on Monday, April 20, 2026.

Bids received after the time due will be rejected without consideration or evaluation.

Bids will be publicly opened through OpenGov at the submission time indicated above. Participation via teleconference will be available. Bidders may join or call-in using the following credentials:

- [Click here to join the meeting](#)
- OR Call-in Number: (916) 550-9867
- Conference ID: 129 927 847#

2. 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. WITHDRAWAL OF BIDS

Bidder may electronically withdraw its bid at any time prior to the due date and time for submittals by clicking the "Unsubmit Response" button if the bid has already been submitted electronically.

L. PROTEST PROCEDURES

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

M. DELIVERY

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

Santa Ana Base:
4301 West MacArthur Boulevard
Santa Ana, CA 92704

N. CASH DISCOUNTS

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

O. APPENDICES

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

P. HAZARDOUS SUBSTANCES

1. CAL-OSHA Requirements

All flammable, corrosive, toxic, or reactive materials being bid must have a complete CAL-OSHA 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.

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 the Subcontractors Form which lists all subcontractors performing work or rendering services in excess of one half of one percent (1/2 of 1%) of the total bid amount per the instructions set forth in "Instructions to Bidders".

3. Bid Opening Sign-In Sheet

Bidders are advised that an optional teleconference is available for the bid opening scheduled for April 20, 2026, at [Bid Opening Link](#). Prospective bidders can join or call-in using the following credentials:

- [Click here to join the meeting](#)
- OR Call-in Number: (916) 550-9867
- Conference ID: 129 927 847#

The bid opening will begin promptly at 11:00 am. Callers are requested to dial in and mute the call.

SECTION II. KEY CONTRACTUAL TERMS

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 (1) 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. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. 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 Project Specifications 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.

V. 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

A. SCOPE OF WORK

See Exhibit A for full Scope of Work for this IFB.

SCOPE OF WORK
CNG Fuel Tanks Replacement

1. Background

The Orange County Transportation Authority (OCTA) intends to procure up to 48 compressed natural gas (CNG) bus fuel tanks kits to replace fuel tanks on 48 buses as a part of a CNG fuel tank replacement program for 2007-08 New Flyer Low Floor buses, Sales Release (SR) No. 1273. The current fuel tanks are nearing the end of their service life and are set to expire soon, making their replacement necessary.

Awarded Contractor shall provide and install new CNG tanks in OCTA's bus fuel tank cradles and associated components. Cradles will be provided by OCTA.

2. Parts and Equipment Requirements

- a. OCTA requires the following CNG tank. No substitution shall be accepted for CNG fuel tanks:

CNG Tank Manufacturer	Part Number and Description	Quantity
Hexagon Agility	240270-164A, Cylinder 15.6 in X 119.5 in, 315.4 L, NGV2, 3600 psig., with all hardware.	336

- b. Parts and equipment shall be compatible with the following bus type:

Bus Type	Year	SR #
New Flyer, Low Floor, 40-ft. CNG bus	2007-08	SR 1273 and SR 1272

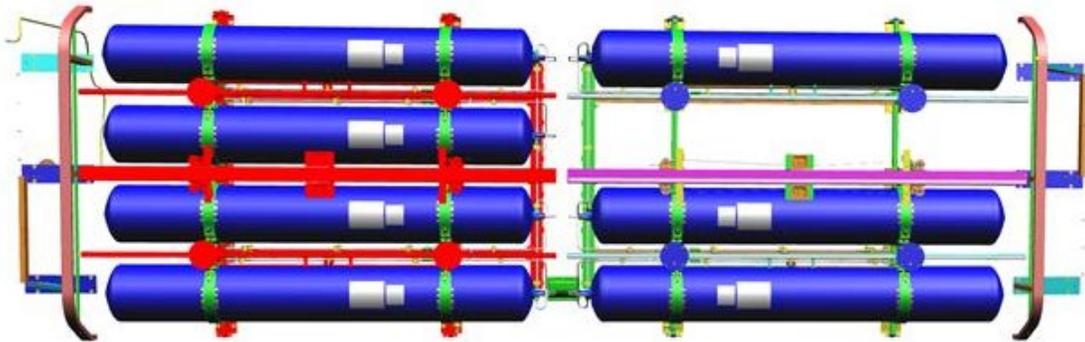
- c. All parts and equipment shall be new material, not refurbished material, and the condition of the material(s) shall be equivalent to acceptable standard practices within the industry.

Referential picture of CNG tank decal with part number

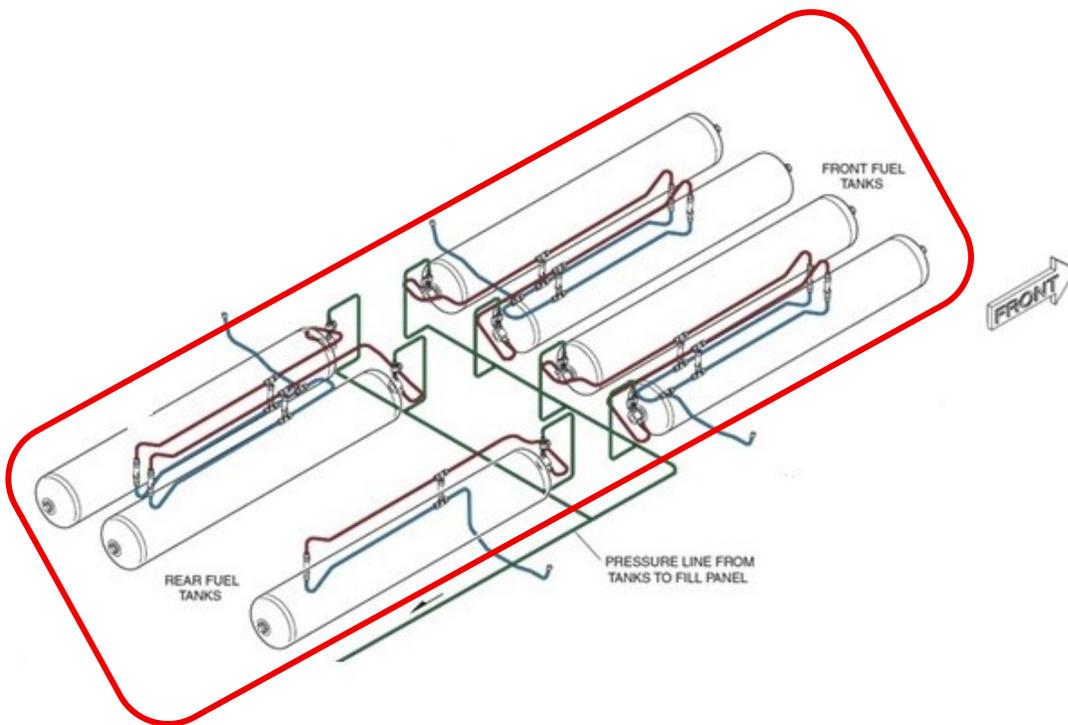


3. Scope of Work

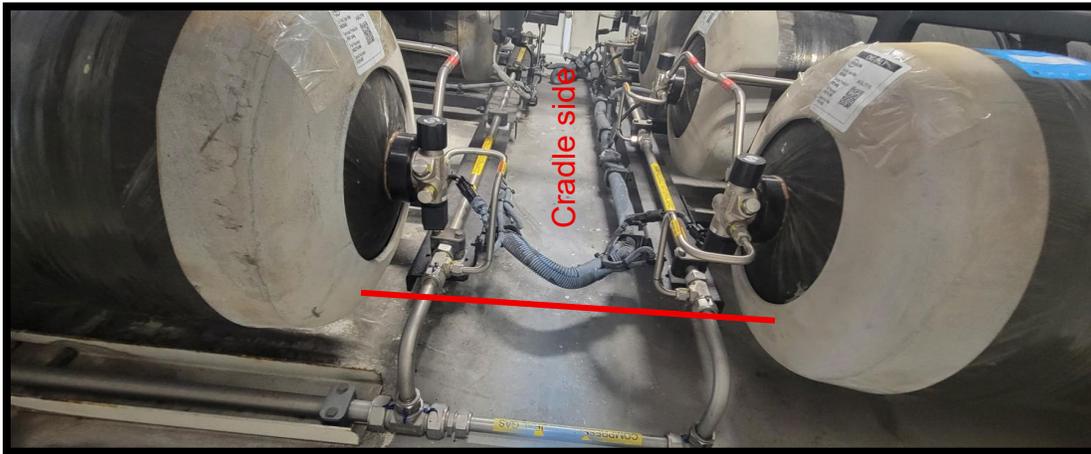
- a. Contractor shall provide 48 new CNG fuel tanks kits for 48 buses. Fuel tanks provided must be as specified to ensure compatibility with the existing bus system and associated components.
- b. Bus has seven (7) tanks and two (2) cradles. Four (4) tanks in one (1) cradle and three (3) tanks in another cradle. Total tanks for 48 buses will be 336 tanks. Deliver completed cradles with new CNG fuel tanks in sets of seven (7) tanks and two (2) cradles.

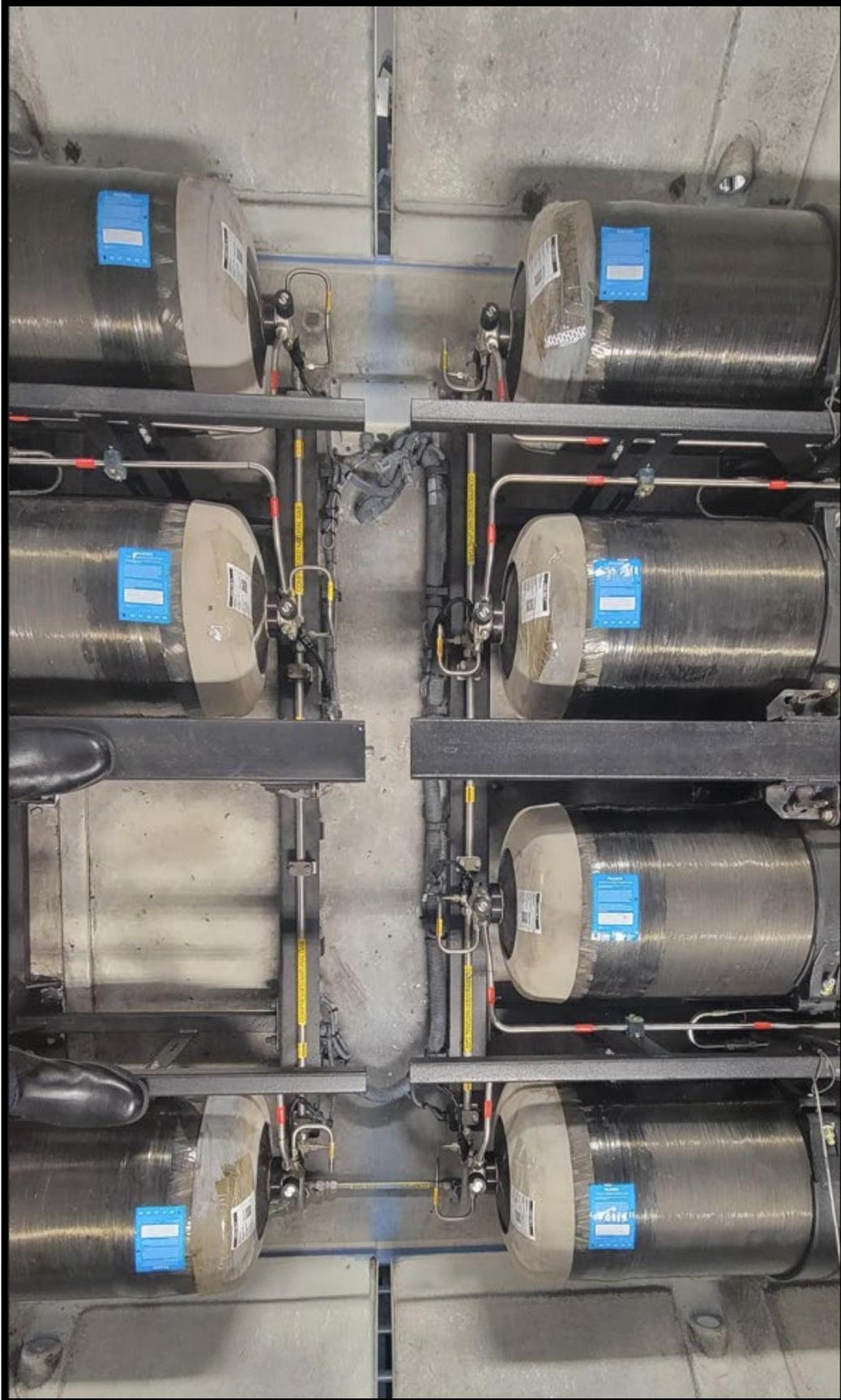


Referential pictures and drawings of CNG fuel tanks and piping



- c. The section highlighted in the red box represents the CNG cradle. All components fuel tanks, fuel lines, electrical harnesses, within this section shall be Contractor's responsibility. Any fuel lines or fittings located outside of this red box will remain on the bus and are excluded from the scope of work



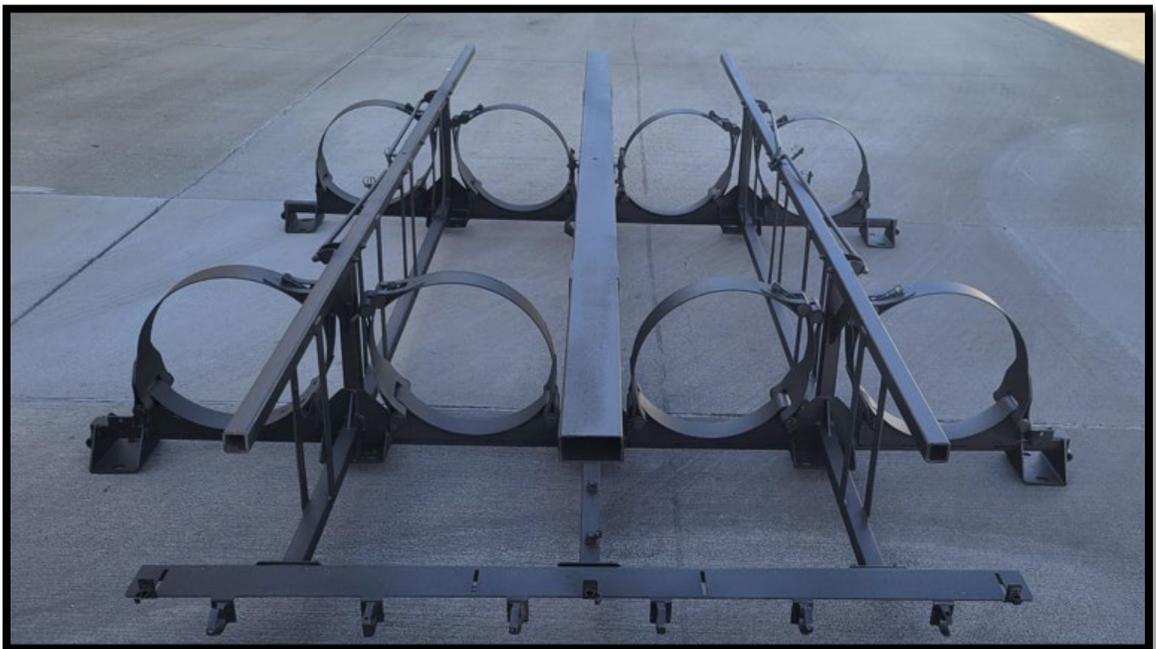
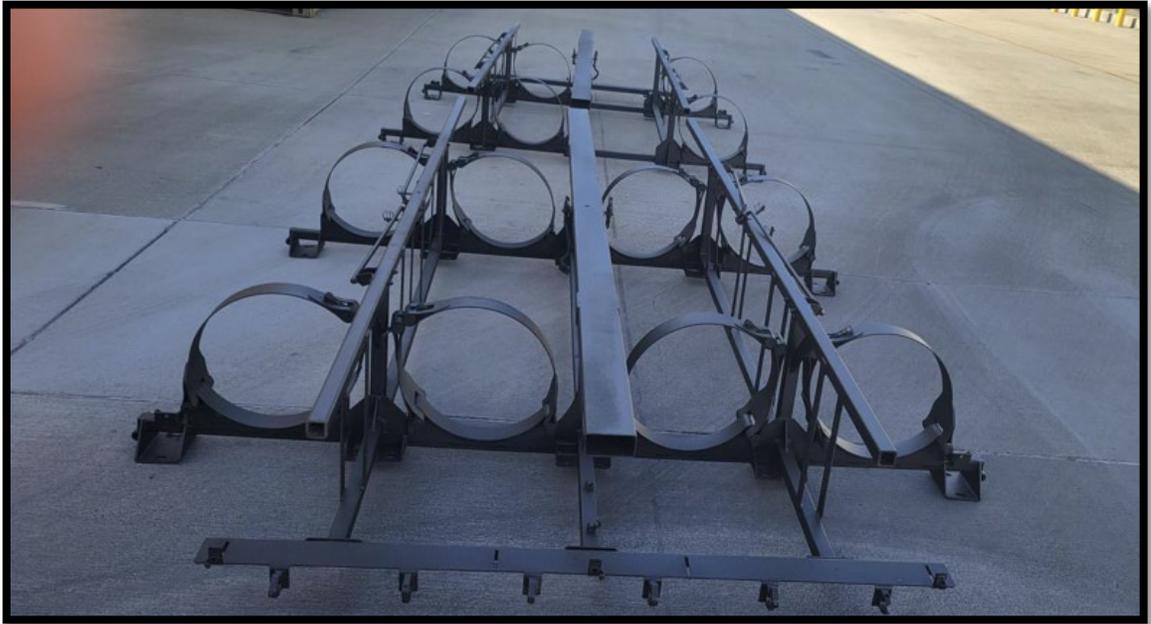


Refertial picture of new CNG fuel tanks kits installed in the cradle

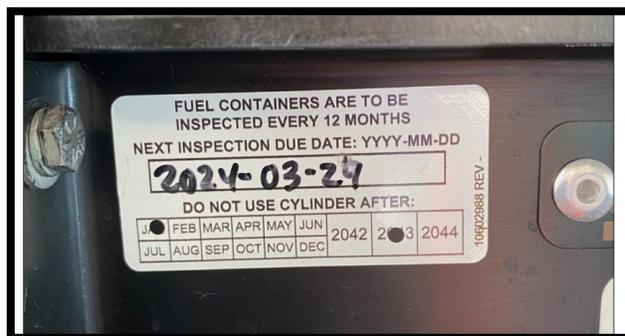


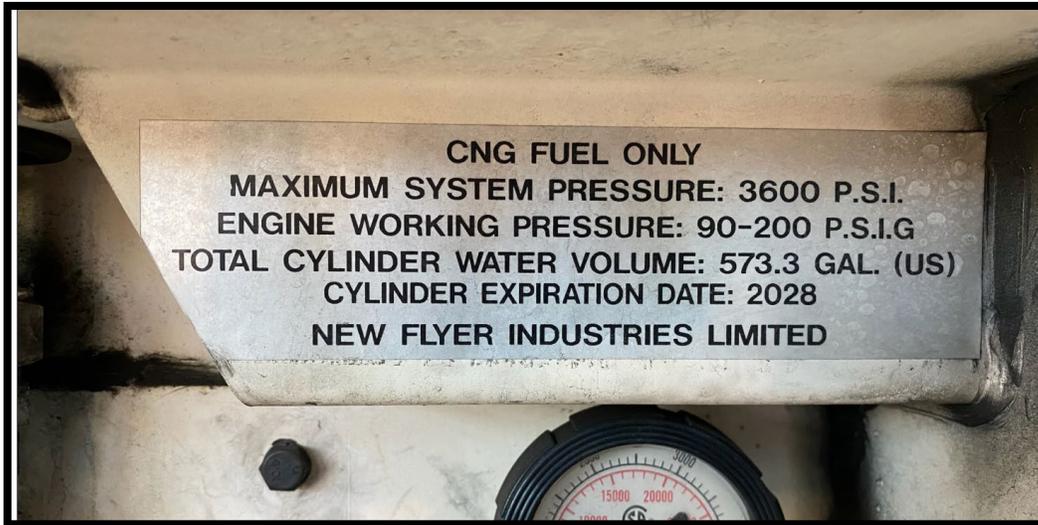
- d. OCTA will provide empty CNG fuel tank cradles. OCTA will remove fuel tank cradles from buses, remove the older fuel tanks from the cradles, clean and paint the cradles.

Referential picture of two (2) fuel tank cradles from one (1) bus that will hold seven (7) CNG fuel tanks.



- e. Contractor shall install the new fuel tanks in the CNG cradles at Contractor's facility. Contractor shall provide SNs for each new fuel tank.
- f. Contractor shall be responsible for arranging transportation to pick up the CNG cradles to Contractor's facility.
- g. Contractor shall perform pressure test fuel tanks at the Contractor's facility.
- h. After completing the installation, pressure test, fixing any leaks found during the pressure test, Contractor shall deliver the cradles with new fuel tanks back to OCTA.
- i. OCTA shall install the cradles with new fuel tanks on to the bus.
- j. Contractor will perform pressure test of fuel tanks and fuel lines at OCTA's facility after it is installed in the bus. Any leaks identified during testing shall be promptly repaired by the Contractor.
- k. After all fuel leaks are repaired, bus will put in 2 hours of road testing. Bus needs to run 2 hours of fail-free road testing.
- l. Contractor will provide tank specification, inspection decals and fuel fill decals. Fuel Tank specification and inspection details can be obtained from fuel tank supplier Hexagon Agility.
- m. **Note:** Since these buses are hand-built, there may be minor fit-up variations from cradle to cradle. It is the Contractor's responsibility to ensure that all tanks properly fit into the cradles.
- n. Below are some referential pictures of decals:





4. Additional Requirements

OCTA shall perform eight (8) hours of road testing to ensure no fuel leaks are present. If the bus experiences a failure during the eight (8)-hour road testing, the clock will reset, and road testing will be restarted.

5. Regulatory Requirements

Contractor shall be responsible for meeting and complying with all applicable federal, state, and local regulations, as well as adhering to accepted industry standards and practices typical for this type of procurement.

6. Warranty

- a. Contractor shall provide a one (1) year warranty for all components, covering defects in materials and workmanship.
- b. The warranty period shall commence upon completion of eight (8)-hour fail-free in-service testing. Failures shall be limited to fuel tanks, piping, fittings, valves on the cradle.
- c. Warranty shall also include field service to repair defects.
- d. Warranty services, unless specified otherwise, shall be provided at below mentioned OCTA/Contracted operated bases listed below:

Santa Ana Base
4301 MacArthur Blvd
Santa Ana, CA 92704

Garden Grove Base
11790 Cardinal Circle
Garden Grove, CA 92843

Anaheim Base
1717 E Via Burton
Anaheim, CA 92806

Irvine Sand Canyon Base
14736 Sand Canyon
Irvine, CA 92618Garden Grove, CA 92843

- e. Contractor shall be responsible for resolving any discrepancies encountered during installation and testing, either by making the necessary corrections or providing compensation.

7. Warranty Request – Field Service

- a. OCTA's Warranty Department shall be responsible for communicating with Contractor's Warranty Service Center and/or Dealer Network to request repairs to be performed at OCTA's facility(ies).
- b. To meet OCTA's service needs for twenty-four (24)-hour operations, three hundred sixty-five (365) days per year, Contractor shall be responsible for providing warranty support and repairs within twenty-four (24)-hours of receiving OCTA's notification requesting such service. Warranty field service shall be provided within the specified twenty-four (24)-hour period, seven (7) days per week, including all weekends and holidays. This will apply during the warranty period.

8. Delivery and Pick Up Location

- a. Contractor shall be responsible for picking up and delivering the CNG cradle(s) from the base address:

OCTA-Santa Ana Base/Shipping and Receiving
4301 W. MacArthur Blvd.
Santa Ana, CA-92704
- b. Contractor shall be responsible for the transportation and delivery of the cradle with new CNG tanks. Each completed cradle with the new CNG fuel tank shall be delivered with protection from damage and scratching, which may occur from handling during the shipping process.
- c. **Note: OCTA employees are prohibited from entering the truck trailer. All cradles must be positioned so they can be accessed and removed from outside using a forklift. If specialized equipment is required for unloading, it is the Contractor's responsibility to provide and arrange such equipment.**

- d. Contractor shall coordinate all delivery(ies) with OCTA's Project Manager or designee.
- e. All cradles with new CNG fuel tanks shall be delivered to:
OCTA-Santa Ana Base/Shipping and Receiving
4301 W. MacArthur Blvd.
Santa Ana, CA-92704
- f. Delivery(ies) shall be made between the hours of 7:00 am and 3:30 pm, Monday through Friday.
- g. The Contractor shall also be responsible for hauling away the old/removed fuel tanks. Any pallets required to securely load the tanks onto the truck shall be provided by the Contractor.
- h. Referential pictures of wooden pieces used by vendors to haul away the tanks.



- i. Final delivery shall be made within three hundred sixty-five (365) days after the Purchase Order is released.

SECTION IV. BID PACKAGE

A. BID

The Bidder shall complete all the forms identified below and contained in this IFB. The bid may not contain exceptions to or deviations from the requirements of this IFB.

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

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

1. Bid Form

In compliance with the Invitation for Bids, "**Compressed Natural Gas Fuel Tank Replacement**", the Bidder with full cognizance thereof, hereby proposes to perform the entire work in strict compliance with all of the said requirements and provisions for the prices set forth herein upon which award of contract is made. The Bidder affirms that the information provided herein is true and accurate and that any misrepresentations are made under penalty of perjury.

Bidder's Authorized Representative - Name*

Please provide the full name of the Bidder's Authorized Representative.

*Response required

Bidder's Authorized Representative - Title*

Please provide the full title/position of the Bidder's Authorized Representative.

*Response required

Bidder's Authorized Representative - Telephone Number*

Please provide the full phone number of the Bidder's Authorized Representative. Be sure to include area code and extension (if applicable)

*Response required

Bidder's Authorized Representative - Fax Number

Please provide the full fax number of the Bidder's Authorized Representative. Be sure to include area code and extension (if applicable)

Bidder's Authorized Representative - Email Address*

Please provide the full email address of the Bidder's Authorized Representative.

*Response required

Bidder's Post Office Address*

Please provide the full physical address of Bidder as used by the post office or delivery service.

*Response required

2. Information Required of Bidder

Type of Firm*

Which type of firm best describes the Bidder's company?

- Individual
- Partnership
- Corporation

*Response required

Corporation?*

Is the Bidder's Company a corporation organized under the laws of a given State?

- Yes
- No

*Response required

When equals "Yes"

State of Incorporation*

Under the laws of what State is the Bidder's Company incorporated?

*Response required

Years of Experience*

How many years of experience does the Bidder have doing work under the contractor's license number previously provided?

*Response required

Certified Small Business?*

Is your firm a certified small business in California?

- Yes
- No

*Response required

Owners or Officers*

List the names and addresses of all owners of the firm or names and titles of all officers of the corporation.

*Response required

Project References*

List at least three project references for which Bidder has provided similar services and/or products in the last two years.

Please be sure to provide the following for each reference:

- Type of Service/Product

- Date Completed
- Name and Address of Owner
- Contact Name, Phone Number, and Email Address
- Total Cost

*Response required

3. Forms

Status of Past and Present Contracts Form*

Please download the below documents, complete, and upload.

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

*Response required

List of Subcontractors Form*

Please download the below documents, complete, and upload.

- [List of Subcontractors.docx](#)

*Response required

4. Submittal

Bidder Acknowledgement*

The Bidder hereby proposes to supply all services and products as required in the **IFB 250095, “Compressed Natural Gas Fuel Tank Replacement”**, and to hold bid pricing for 120 calendar days after the bid close date.

Please confirm

*Response required

B. PRICING

PRICE SUMMARY SHEET

Enter below the firm-fixed prices for CNG fuel tank replacement. Prices include labor, travel, materials and all costs incurred to provide, install and ensure that CNG fuel tanks requested will perform as described in Section III, Scope of Work. Pricing shall be firm for the term of the Purchase Order. 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. Firms must complete the Price Summary Sheet in its entirety by entering a unit price for each line item within the pricing table in OpenGov. All required fields must be filled in. Incomplete entries may result in the bid being deemed non-responsive. Additional Instructions: Item Nos. 1 - 13: A list of anticipated hardware is provided for informational purposes only and reflects general industry practices relevant to the Scope of Work outlined in this IFB. This list should not be considered exhaustive. Bidders are responsible for ensuring that the pricing submitted for Item Nos. 1 - 13 includes all necessary parts, components and mounting hardware required for the proper

functionality of the fuel tank. Bidders are required to submit a list of anticipated parts and hardware along with the Price Summary Sheet to confirm the items intended for use. Item No. 14: Rate shall include a complete installation of new CNG tanks into the cradles, new fuel and pressure relieving device (PRD) lines, replace PRD valves and other items as necessary to complete the installation, pressure and leak check at Contractor's facility and at OCTA's facility after cradles with new tanks are installed in the bus.

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Total
TERM: Effective through June 30, 2028					
1	CNG Cylinder Cylinder, Packaged, 15.8 in x 119.5 in, 315.4 L, NGV2,3600 psig, SM, w Hardware, (Required Agility part # 240270-164A), quantity per bus: 7 [*]	Per Bus	48		
2	Solenoid Valve, OMB, 12V, NGV 3.1, model ESA, Live Port, quantity per bus: 7 [*]	Per Bus	48		
3	T-PRD, Remote, Emer part # PRD2302T-004, quantity per bus: 14 [*]	Per Bus	48		
4	Tube, 304 Stainless Steel, 1/2in x .049in x 120in (per ES.0029), quantity per bus: 30 ft [*]	Per Bus	48		
5	Tube, 304 Stainless Steel, 3/8in x .049in x 120in (per ES.0029), quantity per bus: 20 ft [*]	Per Bus	48		
6	Fitting, Tube, Connector, 1/2in Tube OD, 9/16-18 Male SAE, 304 SS, quantity per bus: 7 [*]	Per Bus	48		
7	Fitting, Tube, Nut and Ferrule Set, 3/8in Tube OD, 304 SS, quantity per bus: 14 [*]	Per Bus	48		
8	Fitting, Tube, Nut and Ferrule Set, 1/2in Tube OD, 304 SS, quantity per bus: 14 [*]	Per Bus	48		
9	Fitting, Tube, Connector, 3/8in Tube OD, 9/16-18 Male SAE, 304 SS, quantity per bus: 7 [*]	Per Bus	48		

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Total
10	Cap, Vent, Fits 1/2in Dia. Tubing (Agility Part # 10702384), quantity per bus: 14 [*]	Per Bus	48		
11	Isolator Kit (Agility Part # 69000563), quantity per bus: 7 [*]	Per Bus	48		
12	Tank Specification decal, quantity per bus: 1 [*]	Per Bus	48		
13	Tank inspection decal, quantity per bus: 1 [*]	Per Bus	48		
14	Complete Installation and Performance Check	Per Bus	48		
15	Warranty as Specified in SOW [*]	Per Bus	48		
16	Pick-up of empty cradles from OCTA Santa Ana base	Per Cradle	48		
17	Delivery of Cradles with New CNG Tanks to Santa Ana base	Per Cradle	48		
18	Recycling/Haul away of old removed tanks from OCTA Santa Ana base. The Contractor is also responsible for providing any pallets or wooden supports necessary to securely load and transport the tanks on the truck.	Per Tank	48		
[*] Denotes item is taxable Sales Tax (@ 7.75%)					
TOTAL					

PRICE SUMMARY SHEET

1. Bid Instruction: To submit a Bid, firms must complete Section IV, Bid Package, in its entirety by electronically entering the Unit Price for each line item directly into the OpenGov system. All required fields must be filled in. Incomplete entries may result in the bid being deemed non-responsive.
2. Prices shall be firm-fixed for the entire term of the purchase order incorporating all direct costs, indirect costs, and profit. Estimated quantities are for evaluation purposes only and do not guarantee any maximum or minimum purchase amount. All freight costs to be included in the bidder's price as the terms shall be F.O.B. destination.
3. Invoices must be itemized, include all material costs, and be accompanied by supporting documentation for any part exceeding \$500. Contractor is required to substantiate the actual cost of replacement parts. Payment is contingent upon the provision of such proof.
4. PRICE INCREASES /DECREASES: No price increases will be permitted during the term of the Blanket Purchase Order. All price decreases will automatically be extended to Authority. Authority requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of ninety (90) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. Authority may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Blanket Purchase Order. Adjustments increasing the Contractor's profit will not be allowed.
5. FIRM DISCOUNT AND PRICING STRUCTURE: Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to Authority during the term of this Blanket Purchase Order.

INSURANCE

Bidder 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. Bidder shall provide the following insurance coverage:

1. Commercial General Liability, to include Products/Completed Operations, Independent Bidders', Contractual Liability, Personal Injury Liability, and Property Damage with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 Products/Completed Operations aggregate;
2. Automobile Liability Insurance to include owned, hired and non-owned autos with a combined single limit of \$1,000,000 for each accident;
3. Workers' Compensation with limits as required by the State of California including a Waiver of Subrogation in favor of Authority, its officers, directors and employees;
4. Employers' Liability with minimum limits of \$1,000,000 per accident, \$1,000,000 policy limit-disease, and \$1,000,000 policy limit employee- disease; and
 - 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. Bidder shall include on the face of the certificate of insurance the Purchase Order Number 250095 and, the Senior Contract Administrator's Name, Ellis Hoskin.
 - d. Bidder shall also include in each subcontract, the stipulation that subconsultants shall maintain insurance coverage in the amounts required of Bidder as provided in the Agreement. Subconsultants 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.

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.

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 sub-contractors 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