INVITATION FOR BIDS (IFB) 8-1028

PAINT AND DECAL SERVICES FOR THE BRAVO! BUS RAPID TRANSIT (BRT) VEHICLES

ORANGE COUNTY TRANSPORTATION AUTHORITY

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

Key IFB Dates

Issue Date:	**August 28, 2008**
Pre Bid Conference Date:	**September 11, 2008**
Question Submittal Date:	**September 25, 2008**
Bid Submittal Date:	**October 14, 2008**

TABLE OF CONTENTS

			Page
NOTICE OF INVITATION FOR BIDS			ii
SECTION I.	INSTRUCTIONS TO BIDDERS		1
SECTION II.	PROPOSED AGREEMENT		10
SECTION III.	SCOPE OF WORK		11
SECTION IV.	BID PACKAGE		12
	EXHIBIT A	BID FORM	
	EXHIBIT B	PRICE SUMMARY	
	EXHIBIT C	INFORMATION REQUIRED OF BIDDER	
	EXHIBIT D	FAITHFUL PERFORMANCE BOND	
	EXHIBIT E	PARTY AND PARTICIPANT DISCLOSURES	
	EXHIBIT F	STATUS OF PAST AND PRESENT CONTRACTS	

OCTA

BOARD OF DIRECTORS

Chris Norby
Chairman

Peter Buffa
Vice-Chairman

Jerry Amante
Director

Patricia Bates
Director

Art Brown
Director

Bill Campbell
Director

Carolyn V. Cavecche
Director

Richard Dixon
Director

Paul G. Glaab
Director

Cathy Green
Director

Allan Mansoor
Director

John Moorlach
Director

Janet Nguyen
Director

Curt Pringle
Director

Miguel Pulido
Director

Mark Rosen
Director

Gregory T. Winterbottom
Director

Cindy Quon
Governor's
Ex-Officio Member

CHIEF EXECUTIVE OFFICE

Arthur T. Leahy
Chief Executive Officer

August 28, 2008

SUBJECT: NOTICE OF INVITATION FOR BIDS
IFB 8-1028: Paint and Decal Services for the Bravo! Bus Rapid Transit (BRT) Vehicles

Gentlemen/Ladies:

The Orange County Transportation Authority (Authority) invites bids from qualified bidders to paint and decal up to ninety-one (91) new 2008 New Flyer Compressed Natural Gas (CNG) powered buses.

Bids must be received in the Orange County Transportation Authority's office or before 11:00 a.m. on October 14, 2008.

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, 4th Floor
Orange, California 92868
Attention: Yvette Crowder, Contract Administrator

Or 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: Yvette Crowder, Contract Administrator

Bids, and amendments to bids, received after the date and time specified above will be rejected by the Authority as nonresponsive and returned to the Bidders unopened.

Parties interested in obtaining a copy of this Invitation for Bids (IFB) may do so by faxing their request to (714) 560-5792, or e-mail your request to *rfp_ifb_Requests@octa.net* or calling (714) 560-5922. Please include the following information:

- Name of Firm
- Address
- Contact Person
- Telephone and Facsimile Number
- Invitation For Bids (IFB) 8-1028

All firms interested in doing business with the Authority are required to register their business on-line at CAMMNet, the Authority's Interactive Website. The Website can be found at *www.octa.net* . From the site menu, click on CAMMNet to register.

To receive all further information regarding this IFB 8-1028, firms must be registered on CAMMNet with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Commodities for this solicitation are:

Category(s):	Commodity(s):
Buses; Maintenance & Services	Bus Refurbishing
Buses; Parts, Components	Bus Parts – Body & Frame
	Bus Parts – Decals & Signs

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

A pre-bid conference will be held at 9:00 a.m. on September 11, 2008 at the Authority's Santa Ana Bus Operations Base, located at; 4301 W. MacArthur Boulevard, Santa Ana, California 92704, in Training Room #215. A prototype or sample bus may be on display at the pre-bid meeting if available.

The Bidder will be required to comply with all applicable equal employment 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.

Sincerely,

Yvette Crowder
Contract Administrator
Contracts Administration and Materials Management

SECTION I

INSTRUCTIONS TO BIDDERS

SECTION I. INSTRUCTIONS TO BIDDERS

A. PRE-BID CONFERENCE/SITE VISIT

A pre-bid conference will be held at the Santa Ana Bus Operations Base in the Maintenance Building located at 4301 West MacArthur Boulevard, Santa Ana, California 92704, Training Room #215 on September 11, 2008, at 9:00 a.m.. Orange reflective vests are required to be worn when on an Authority bus base. Immediately following the pre-bid conference a job walk will be conducted. A prototype or sample bus may be on display at the pre-bid meeting if available.

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.

D. AUTHORITY CONTACT

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

Yvette Crowder, Contract Administrator
Contracts Administration and Materials Management
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560.5616, Fax: 714.560.5792

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 D.2 below. Authority will respond to all written questions by issuing a written addendum, which will be sent to all firms registered on CAMMNet under the commodity codes specified in this IFB.

2. **Submitting Requests**

a. All questions, clarifications, requests for approved equals, or comments, including questions that could not be specifically answered at the pre-bid conference must be put in writing and must be received by the Authority no later than 2:00 p.m., on September 25, 2008.

b. Requests for clarifications, approved equals, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.

c. Any request for an approved equal must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirements. The burden of proof as to the equality, substitutability, and compatibility of proposed alternates or equals shall be upon the Bidder, who shall furnish all necessary information at no cost to the Authority. The Authority shall be sole judge as to the equality, substitutability, and compatibility of proposed alternates or equals.

d. Any of the following methods of delivering written questions, approved equals, and comments are acceptable as long as the questions are received no later than the date and time specified above:

(1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, Orange, CA 92868, or

Orange County Transportation Authority
P.O. Box 14184, Orange, California 92863-1584.

(2) Personal Courier: Contracts Administration and Materials Management Department, 600 South Main Street, 4th Floor, Orange, California, 92868.

(3) Facsimile: The Authority's fax number is (714) 560-5792.

(4) E-Mail: Yvette Crowder, Contract Administrator, e-mail address is *ycrowder@octa.net .*

3. **Authority Responses**

Responses from the Authority will be posted on CAMMNET, the Authority's interactive website, no later than October 3, 2008. Bidders may download responses from CAMMNET at *www.octa.net/cammnet*, or

request responses be sent via U.S. Mail by e-mailing or faxing the request to Yvette Crowder, Contract Administrator.

To receive e-mail notification of Authority responses when they are posted on CAMMNET, firms must be registered on CAMMNET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Commodities for this solicitation are:

Category(s):	Commodity(s):
Buses; Maintenance & Services	Bus Refurbishing
Buses; Parts, Components	Bus Parts – Decals & SignsBody & Frame
	Bus Parts - Decals & Signs

Inquiries received after 2:00 p.m., September 25, 2008, will not be accepted and will be returned to the senders without 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 C.

G. SUBMISSION OF BIDS

1. Date and Time

Bids must be received in the Orange County Transportation Authority's office at or before 11:00 a.m. on October 14, 2008.

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

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, 4th Floor
Orange, California 92868
Attention: Yvette Crowder, Contract Administrator

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: Yvette Crowder, Contract Administrator

Firms must obtain a Visitor Badge from the Receptionist in the lobby of the 600 Building prior to delivering any information to CAMM.

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 8-1028: PAINT AND DECAL SERVICES FOR THE BRAVO! BUS RAPID TRANSIT (BRT) VEHICLES"

4. **Acceptance of Bids**

a. The Authority reserves the right to accept or reject all bids, or any item or part thereof, or to waive any informalities or irregularities in bids.

b. The Authority reserves the right to withdraw or cancel this IFB at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Bidder responding to this IFB.

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

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 its 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 Bidders 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

Purchases by Authority are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes.

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 Procurement Administrator responsible for this procurement. Any protest filed by a Bidder in connection with this IFB must be submitted in accordance with the Authority's written procedures.

L. DELIVERY

The items described herein are to be delivered to the Authority Bus Operations Bases listed below at the discretion of the Authority:

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

M. CASH DISCOUNTS

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

N. 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.

O. HAZARDOUS SUBSTANCES

1. **CAL-OSHA Requirements**

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

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 or Orange County Transit District's premises:

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

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

P. 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. 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.

R. LIQUIDATED DAMAGES

In the event of delay of completion beyond the scheduled time limit as set forth herein, the Authority shall assess liquidated damages. If the required performance is not completed on time, it is understood that the Authority will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed that successful bidder shall pay to Authority as fixed and liquidated damage, and not as penalty, the sum of $100.00 per calendar day. All liquidated damages so assessed will be deducted from the final amount due the successful bidder under this Purchase Order.

S. AUTHORITY'S RIGHTS

1. 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.

2. Authority also reserves the right to make award within one hundred twenty (120) calendar days from the date bids are opened. Should award in whole or part be delayed beyond the period of one hundred twenty (120) days, such award shall be conditioned upon successful bidder's acceptance.

T. LEGAL REQUIREMENTS, LAWS, AND REGULATIONS

The CONTRACTOR shall comply with all applicable Federal, State, and local regulations and laws. Local regulations are defined as those below the state level. These shall include, but are not limited to:

- Code of Federal Regulations, Title 49, Chapter V-National Safety Bureau, California Code of Regulations (CCA), Title 13.
- California Vehicle Code.
- California Health and Safety Code.
- California Air Resources Board Regulations.
- U.S. Environmental Protection Agency.

In the event of any conflict between the requirements of this specification and any applicable legal requirement, the legal requirement shall prevail.

U. FORMS

1. Performance Bond

The successful Bidder shall furnish at its own expense a Performance Bond satisfactory to the Authority in the amount of one hundred percent (100%) of the full amount of the contract as a guarantee of good faith on behalf of the Contractor that the terms of the contract, including all warranty provisions, shall be complied with in every particular.

The bond shall specifically provide that if the Contractor, or its subcontractor, fails to fully perform that the surety or sureties will pay for the same in an amount not exceeding the amount specified in the bond and in case suit is brought against the Authority, that the surety will undertake the defense of same.

2. Party And Participant Disclosure Forms

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Boards of Directors, Bidder is required to complete and sign the forms provided in this IFB and submit as part of the proposal. Bidder is required to submit only **one** copy of the completed form(s) as part of its bid. The form entitled "Party Disclosure Form" must be completed by the Bidder and subcontractors. The form entitled "Participant Disclosure Form" must be completed by lobbyists or agents representing the prime contractor in this procurement. Reporting of Campaign Contributions is required up and until the Authority's Board of Directors makes a selection. Therefore, the Bidder, subcontractors and agents will be required to report all Campaign Contributions from the date of proposal submittal up and until the Board takes action, which is anticipated to be November 24, 2008.

3. Status of Past and Present Contracts

Bidders shall list the status of past and present contracts where the firm has either provided services as a prime contractor or subcontractor during the past five (5) years and the contract has ended or will end in a termination, settlement or in litigation. A separate form must be completed for each contract. Bidder shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value. If the contract was terminated, list the reason for termination. Bidder must identify and state the status of any litigation, claims or settlement agreements related to any of the contracts. Each form must be signed by the Bidder confirming that the information provided is true and accurate.

SECTION II

PROPOSED AGREEMENT

PROPOSED AGREEMENT NO. C-8-1028

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THIS AGREEMENT is effective into this _____ day of _____, 2008, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the state of California (hereinafter referred to as "AUTHORITY"), acting on behalf of the Orange County Transit District, and , , (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, AUTHORITY requires assistance from CONTRACTOR to perform paint and decal services for 91 AUTHORITY buses; and

WHEREAS, said work cannot be performed by the regular employees of AUTHORITY; and

WHEREAS, CONTRACTOR has represented that it has the requisite personnel and experience, and is capable of performing such services; and

WHEREAS, CONTRACTOR wishes to perform these services;

WHEREAS, AUTHORITY's Board of Directors has reviewed and approved the selection of CONTRACTOR on November 24, 2008;

NOW, THEREFORE, it is mutually understood and agreed by AUTHORITY and CONTRACTOR as follows:

ARTICLE 1. COMPLETE AGREEMENT

A. This Agreement, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and condition(s) of the agreement between AUTHORITY and CONTRACTOR and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or

condition of this Agreement shall not affect the validity of other term(s) or condition(s).

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

ARTICLE 2. AUTHORITY DESIGNEE

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

ARTICLE 3. SCOPE OF WORK

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

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

Names	**Functions**

C. No person named in paragraph B of this Article, or his/her successor approved by AUTHORITY, shall be removed or replaced by CONTRACTOR, nor shall his/her agreed-upon function or level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should the services of any key person become no longer available to CONTRACTOR, the resume and qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key

person, unless CONTRACTOR is not provided with such notice by the departing employee. AUTHORITY shall respond to CONTRACTOR within seven (7) calendar days following receipt of these qualifications concerning acceptance of the candidate for replacement.

ARTICLE 4. TERM OF AGREEMENT

This Agreement shall commence upon execution by both parties, and shall continue in full force and effect through , unless earlier terminated or extended as provided in this Agreement.

ARTICLE 5. PAYMENT

A. For CONSULTANT's full and complete performance of its obligations under this Agreement and subject to the maximum cumulative payment obligation provisions set forth in Article 6, AUTHORITY shall pay CONSULTANT on a firm fixed price basis in accordance with the following provisions.

B. The following schedule shall establish the firm fixed payment to CONSULTANT by AUTHORITY for the work set forth in the Scope of Work.

# Buses	Description	Firm Fixed Unit Price	Extended Unit Price
22	Buses (Lot 1)	.00	.00
22	Buses (Lot 2)	.00	.00
18	Buses (Lot 3)	.00	.00
29	Buses (Option Lot)	.00	.00
	SUBTOTAL	**.00**	**.00**
	7.75% Sales Tax		**.00**
	TOTAL FIRM FIXED PRICE		**.00**

C. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to the work actually completed by CONSULTANT. Percentage of work completed shall be documented in a monthly progress report prepared by CONSULTANT, which shall accompany each invoice submitted by CONSULTANT. CONSULTANT shall also furnish such other information as may be requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY

may decline to make full payment for the work listed in paragraph B of this Article until such time as CONSULTANT has documented to AUTHORITY's satisfaction, that CONSULTANT has fully completed all work required. AUTHORITY's payment in full for any work performed shall not constitute AUTHORITY's final acceptance of CONSULTANT's work; final acceptance shall occur only upon AUTHORITY's release of the retention described in paragraph D.

D. As partial security against CONSULTANT's failure to satisfactorily fulfill all of its obligations under this Agreement, AUTHORITY shall retain ten percent (10%) of the amount of each invoice submitted for payment by CONSULTANT. All retained funds shall be released by AUTHORITY and shall be paid to CONSULTANT within sixty (60) calendar days of payment of final invoice, unless AUTHORITY elects to audit CONSULTANT's records in accordance with Article 16 of this Agreement. If AUTHORITY elects to audit, retained funds shall be paid to CONSULTANT within thirty (30) calendar days of completion of such audit in an amount reflecting any adjustment required by such audit.

E. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in duplicate to AUTHORITY's Accounts Payable office. Each invoice shall be accompanied by the monthly progress report specified in paragraph C of this Article. AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each invoice. Each invoice shall include the following information:

1. Agreement No. C-8-1028;
2. Specify the work performed for which payment is being requested;
3. The time period covered by the invoice;
4. Total monthly invoice (including project-to-date cumulative invoice amount); and retention;
5. Monthly Progress Report;
6. Certification signed by the CONSULTANT or his/her designated alternate that a) The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup information included with the invoice is true, complete and correct in all material respects; c) All

payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The invoice does not include any amount which CONSULTANT intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice.

7. Any other information as agreed or requested by AUTHORITY to substantiate the validity of an invoice.

ARTICLE 6. MAXIMUM OBLIGATION

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

ARTICLE 7. NOTICES

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

To CONTRACTOR:	To AUTHORITY:
	Orange County Transportation Authority
	550 South Main Street
	P.O. Box 14184
	Orange, CA 92863-1584
ATTENTION:	ATTENTION: Yvette Crowder
	Contract Administrator
	(714) 560 – 5616

ARTICLE 8. INDEPENDENT CONTRACTOR

CONTRACTOR's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. CONTRACTOR's personnel performing services under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of AUTHORITY. 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 respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

ARTICLE 9. INSURANCE

A. CONTRACTOR shall procure and maintain insurance coverage during the entire term of this 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, and Personal Injury Liability with a minimum limit of $1,000,000.00 per occurrence and $2,000,000.00 general aggregate.

2. Automobile Liability Insurance to include owned, hired and non-owned autos with a combined single limit of $1,000,000.00 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, employees or agents;

4. Employers' Liability with minimum limits of $1,000,000.00; and

5. Professional Liability with minimum limits of $1,000,000.00 per claim.

B. Proof of such coverage, in the form of an insurance company issued policy endorsement and a broker-issued insurance certificate, must be received by AUTHORITY prior to commencement of any work. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective date of this Agreement with the AUTHORITY, its officers, directors, employees and agents designated as additional insured on the general and automobile liability. Such insurance shall

be primary and non-contributive to any insurance or self-insurance maintained by the AUTHORITY.

C. CONTRACTOR shall include on the face of the Certificate of Insurance the Agreement Number C-8-1028; and, the Contract Administrator's Name, Yvette Crowder.

D. CONTRACTOR shall also include in each subcontract the stipulation that subcontractors shall maintain insurance coverage in the amounts required from CONTRACTOR as provided in this Agreement.

ARTICLE 10. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 8-1028; (3) CONTRACTOR's proposal dated ; (4) all other documents, if any, cited herein or incorporated by reference.

ARTICLE 11. CHANGES

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

ARTICLE 12. DISPUTES

A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by AUTHORITY's Manager, Contracts Administration and Materials Management, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of the Manager, Contracts Administration and Materials Management, shall be final and conclusive.

B. The provisions of this Article shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

C. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Agreement and in accordance with the decision of AUTHORITY's Manager, Contracts Administration and Materials Management. This Disputes clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any AUTHORITY official or representative on a question of law, which questions shall be settled in accordance with the laws of the state of California.

ARTICLE 13. TERMINATION

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

B. AUTHORITY may terminate this Agreement for CONTRACTOR's default if a federal or state proceeding for the relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, or if CONTRACTOR breaches any term(s) or violates any provision(s) of this Agreement and does not cure such breach or violation within ten (10) calendar days after written notice thereof by AUTHORITY. CONTRACTOR shall be liable for any and all reasonable costs incurred by AUTHORITY as a result of such default including, but not limited to,

reprocurement costs of the same or similar services defaulted by CONTRACTOR under this Agreement.

ARTICLE 14. INDEMNIFICATION

CONTRACTOR 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 CONTRACTOR, its officers, directors, employees, agents, subcontractors or suppliers in connection with or arising out of the performance of this Agreement.

ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

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

B. AUTHORITY hereby consents to CONTRACTOR's subcontracting portions of the Scope of Work to the parties identified below for the functions described in CONTRACTOR's proposal. CONTRACTOR shall include in the subcontract agreement the stipulation that CONTRACTOR, not AUTHORITY, is solely responsible for payment to the subcontractor for the amounts owing and that the subcontractor shall have no claim, and shall take no action, against AUTHORITY, its officers, directors, employees or sureties for nonpayment by CONTRACTOR.

Subcontractor Name/Addresses	**Subcontractor Amounts**
	.00

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

CONTRACTOR shall provide AUTHORITY, or other agents of AUTHORITY, such access to CONTRACTOR's accounting books, records, payroll documents and facilities as AUTHORITY deems

necessary. CONTRACTOR shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CONTRACTOR's performance hereunder and for a period of four (4) years from the date of final payment by AUTHORITY. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors identified in Article 15 of this Agreement. CONTRACTOR shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

ARTICLE 17. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 18. EQUAL EMPLOYMENT OPPORTUNITY

In connection with its performance under this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. CONTRACTOR 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.

ARTICLE 19. LIQUIDATED DAMAGES

If CONTRACTOR fails to respond to Authority's request for service within the time defined in the Scope of Work, or any AUTHORITY authorized extension thereof, the actual damage to AUTHORITY for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, CONtRACTOR shall pay to AUTHORITY, agreed-to liquidated damages the sum of One Hundred Dollars ($100.00) per calendar day of delay. Alternatively, AUTHORITY may terminate this Agreement in whole or in part as provided in Article 13 of this Agreement, and in that event, CONTRACTOR shall

be liable, in addition to the excess costs provided in Article 13 of this Agreement, for such liquidated damages accruing until such time as AUTHORITY may reasonably obtain delivery or performance of similar supplies or services from a different source. CONTRACTOR shall not be charged with liquidated damages when the delay is determined to be excusable in accordance with Article 25 hereunder. AUTHORITY shall ascertain the facts and extent of the delay and shall extend the time for performance of the Agreement when in its judgment, the findings of fact justify an extension.

ARTICLE 20. PROHIBITED INTERESTS

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

ARTICLE 21. OWNERSHIP OF REPORTS AND DOCUMENTS

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

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

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

ARTICLE 22. PATENT AND COPYRIGHT INFRINGEMENT

A. In lieu of any other warranty by AUTHORITY or CONTRACTOR against patent or copyright infringement, statutory or otherwise, it is agreed that CONTRACTOR shall defend at its expense any claim or suit against AUTHORITY on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U. S. letters patent or copyright and CONTRACTOR shall pay all costs and damages finally awarded in any such suit or claim, provided that CONTRACTOR is promptly notified in writing of the suit or claim and given authority, information and assistance at CONTRACTOR's expense for the defense of same. However, CONTRACTOR will not indemnify AUTHORITY if the suit or claim results from: (1) AUTHORITY's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONTRACTOR when such use in combination infringes upon an existing U.S. letters patent or copyright.

B. CONTRACTOR shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. CONTRACTOR shall not be obligated to indemnify AUTHORITY under any settlement made without CONTRACTOR's consent or in the event AUTHORITY fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at CONTRACTOR's expense. If the use or sale of said item is enjoined as a result of such suit or claim, CONTRACTOR, 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 and copyright indemnity thereto.

ARTICLE 23. FINISHED AND PRELIMINARY DATA

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

B. It is expressly understood that any title to preliminary technical data is not passed to AUTHORITY but is retained by CONTRACTOR. Preliminary data includes roughs, visualizations, software design documents, layouts and comprehensives prepared by CONTRACTOR solely for the purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given for preparation of finished artwork. Preliminary data title and right thereto shall be made available to AUTHORITY if CONTRACTOR causes AUTHORITY to exercise Article 11, and a price shall be negotiated for all preliminary data.

ARTICLE 24. ALCOHOL AND DRUG POLICY

AUTHORITY and CONTRACTOR shall provide under this Agreement, a safe and healthy work environment free from the influence of alcohol and drugs. Failure to comply with this Article may result in nonpayment or termination of this Agreement.

ARTICLE 25. FORCE MAJEURE

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

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

This Agreement shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-8-1028 to be executed on the date first above written.

CONTRACTOR

By _____

ORANGE COUNTY TRANSPORTATION AUTHORITY

By _____

Arthur T. Leahy
Chief Executive Officer

APPROVED AS TO FORM:

By _____

Kennard R. Smart, Jr.
General Counsel

APPROVED BY:

By _____

Beth McCormick, General Manager
Transit

Date _____

SECTION III

SCOPE OF WORK

TABLE OF CONTENTS

SECTION 1.0 PROJECT DESCRIPTION....3
1.1 OBJECTIVE AND BACKGROUND....3
1.2 SCOPE....3
1.3 GENERAL INFORMATION....3
1.4 BUS INFORMATION....4
1.5 BUS LOTS....5

SECTION 2.0 CONTRACTOR RESPONSIBILITIES....9
2.1 LOT 1, 2 AND 3 DELIVERABLES (SIXTY-TWO (62) BUSES)....9
2.2 OPTION LOT DELIVERABLES (UP TO TWENTY-NINE (29) BUSES)....10
2.3 PAINT AND DECAL REMOVAL....12
2.4 PAINT DRYING/CURING....12
2.5 DECAL REQUIREMENTS....12
2.6 DECAL SPECIFICATIONS....13
2.7 PAINT PALETTES....14
2.8 FIRST ARTICLE....14
2.9 NOTICE TO PROCEED WITH PAINT PROGRAM (LOTS 1-3, OPTION)....14
2.10 PRODUCTION AND SCHEDULE....15
2.11 ACCEPTANCE CRITERIA....16

SECTION 3.0 WARRANTY REQUIREMENTS
4.1 TERMS OF WARRANTY....20
4.2 TERMS OF RESPONSE....20
4.3 LATENT DEFECTS....20

REFERENCE DOCUMENTS

REFERENCE DOCUMENT A – PROJECT SCHEDULE

REFERENCE DOCUMENT B – CONCEPTUAL BRAVO! VEHICLE PAINT AND DECAL ILLUSTRATION WITH ROOF-TOP COOLER (SIDE VIEW)

REFERENCE DOCUMENT C – CONCEPTUAL BRAVO! VEHICLE PAINT AND DECAL ILLUSTRATION WITH ROOF-TOP COOLER (TOP VIEW)

REFERENCE DOCUMENT D – CONCEPTUAL BRAVO! VEHICLE PAINT AND DECAL ILLUSTRATION WITHOUT ROOF-TOP COOLER (SIDE VIEW)

REFERENCE DOCUMENT E – CONCEPTUAL BRAVO! VEHICLE PAINT AND DECAL ILLUSTRATION WITHOUT ROOF-TOP COOLER (TOP VIEW)

REFERENCE DOCUMENT F – BRAVO! BRT VEHICLE DECAL SPECIFICATIONS LIST

SECTION 1.0

PROJECT DESCRIPTION

SECTION 1.0 PROJECT DESCRIPTION

1.1 OBJECTIVE AND BACKGROUND

The objective of this project shall be to contract the painting, re-painting, and decal removal and installation for up to ninety-one (91) 2008 New Flyer Compressed Natural Gas (CNG) powered buses as part of the Orange County Transportation Authority's (AUTHORITY) new Bus Rapid Transit (BRT), Bravo! branded identity package.

The AUTHORITY plans to implement three (3) BRT Corridors within Orange and Los Angeles Counties with the following planned dates for implementation.

1. Harbor Boulevard Corridor – June 2009

2. Westminster/17th Street Corridor – June 2010

3. Bristol/State College Boulevard Corridor – December 2010

Because the three BRT services will begin at different periods, these dates will have an impact on bus scheduling and/or availability for the Bravo! BRT paint and decal program. Prior to implementation into the Bravo! BRT program, the vehicles will be operated in local revenue service before the required paint and decal applications are applied as described in this Scope of Work (SOW).

1.2 SCOPE

The AUTHORITY's intent is to have a firm fixed price per bus for the priming, stripping, painting, re-painting, decal removal and installation within each bus LOT and/or upon execution of OPTION. Prior to the CONTRACTOR performing paint and decal services, any required bodywork will be completed by the AUTHORITY. Pre-defined and pre-approved decal kits by the AUTHORITY containing specified information listed in REFERENCE DOCUMENT F will be required for the CONTRACTOR to install on each bus.

1.3 GENERAL INFORMATION

The AUTHORITY operates four (4) Operations/Maintenance Bases. The names and locations are as follows. CONTRACTORS must have approval by AUTHORITY for pickup and delivery locations.

1.3.1 MAINTENANCE BASE INFORMATION

Base	Address
Garden Grove	11790 Cardinal Circle Garden Grove, CA 92843

Anaheim	1717 East Via Burton Anaheim, CA 92806
Irvine	14736 Sand Canyon Road Irvine, CA 92618
Santa Ana	4301 W. MacArthur Boulevard Santa Ana, CA 92704

1.3.2 POINT OF CONTACT

The point of contact for this project will be the Senior Maintenance Administrator or other assigned representatives of the AUTHORITY's Transit Technical Services Department.

1.4 BUS INFORMATION

All buses included within the scope of this project are CNG powered buses equipped with seven (7) CNG roof-mounted tanks, with a total fuel capacity of approximately 23,086 square cubic feet (SCF) at 3,600 pounds per square inch (PSI).

Bus Model:	New Flyer, C40LF, CNG powered
Length:	40 Foot, 7 inches over body
Width:	102 inches (excluding mirrors)
Wheelbase:	293 inches
Height:	132 inches
Curb Weight	30,150 pounds
Fuel:	CNG
Fuel Capacity:	23,086 SCF at 3,600 PSI

1.4.1 IMPORTANT NOTES:

All buses included within the scope of this project are equipped with an On-Board Fire Suppression and Methane Detection Systems. In the presence of sparks, flames or other sources of ignition, e.g., welding equipment, etc., the fire-suppressing agent, twenty-five (25) pounds of Purple K, will be discharged in less than a second after detection.

The CONTRACTOR shall ensure that all sources of ignition, open flames or other heat sources are not used on or near the buses.

In addition, the on-board fuel system consists of seven (7) roof-mounted CNG fuel tanks with a capacity of 23,086 SCF @ 3,600 psi. Each CNG tank is equipped with a fuel pressure relief device designed to operate, based on temperature, and they are all rated to 219 ºF, 104 ºC.

The CONTRACTOR shall not attempt to operate, change, or otherwise manipulate any of the CNG controls or equipment. In case of an emergency with the fueling system, call the fire department immediately.

1.4.2 PROTOTYPE/SAMPLE

A prototype or sample bus will be provided for review during the pre-bid meeting which will serve as an example.

4301 W. MacArthur Blvd
Santa Ana, CA 92704

1.5 BUS LOTS

Buses listed in LOTS 1, 2, and 3 have been painted with the AUTHORITY's approved, Bravo! BRT white-base color from the factory prior to delivery to the AUTHORITY. In addition, buses in LOTS 1, 2, and 3 will not contain the painted gray colored trim at the bottom of the buses as exists today on the existing large bus fleet. These buses are all equipped with a roof-mounted oil cooler as described in REFERENCE DOCUMENTS B and C. For each LOT, a First Article bus will be required.

1.5.1 LOT 1

Twenty-two (22) 7500 series buses shall require a partial Bravo! BRT paint and decal package.

Quantity	Passengers	Year	Make	Model	Lot	Length	Width
22	36/2	2008	New Flyer	C40LF	1	40'	102"

1.5.2 LOT 2

Twenty-two (22) 7500 series buses shall require a partial Bravo! BRT paint and decal package.

Quantity	Passengers	Year	Make	Model	Lot	Length	Width
22	36/2	2008	New Flyer	C40LF	2	40'	102"

1.5.3 LOT 3

Eighteen (18) 7500 series buses shall require a partial Bravo! BRT paint and decal package.

Quantity	Passengers	Year	Make	Model	Lot	Length	Width
18	36/2	2008	New Flyer	C40LF	3	40’	102”

Total number of buses in LOTS 1, 2, and 3: 62

1.5.4 OPTION

At the discretion of the AUTHORITY, and at an unknown date, a notice to proceed may be issued by the AUTHORITY in writing to paint and decal up to twenty-nine (29) additional buses with the Bravo! BRT paint and decal identity package. These buses shall require a complete Bravo! BRT paint and decal package as explained in detail in Section 2.2 OPTION LOT DELIVERABLES (UP TO TWENTY-NINE (29) BUSES) primarily because these buses do not contain the original Bravo! BRT white-base color from the factory. These buses are not equipped with a roof-mounted oil cooler as described in REFERENCE DOCUMENTS D and E. In addition, these buses contain a painted gray colored bottom trim which will require stripping and painting to match the Bravo! BRT painting scheme. The CONTRACTOR shall submit a firm fixed price per vehicle unit upon execution of this contract option by the AUTHORITY in writing. A First Article bus will be required.

Quantity	Passengers	Year	Make	Model	Lot	Length	Width
29	36/2	2008	New Flyer	C40LF	Option	40’	102”

Total number of buses in OPTION LOT: 29

1.5.5 OBSERVATION

Within the OPTION LOT**,** there may be one bus equipped with a roof-mounted oil cooler, vehicle number 7529. This bus may require a “complete paint job” as similar to buses within LOTS 1, 2, and 3 described in REFERENCE DOCUMENTS B and C. If this bus is included within the OPTION deliverables at a future date, the additional painting shall be priced separately as requested by the AUTHORITY in writing upon execution.

SECTION 2.0

CONTRACTOR RESPONSIBILITIES

SECTION 2.0 CONTRACTOR RESPONSIBILITIES

2.1 LOT 1, 2 AND 3 DELIVERABLES (SIXTY-TWO (62) BUSES)

Sixty-two (62) buses require a partial bus painting program and/or work as compared to buses within the OPTION lot as these sixty-two (62) buses are all factory painted using the required Bravo! BRT white-base color. In addition, the gray colored trim at the bottom of the vehicles will not exist on these vehicles. For a complete description of the paint and decal package, REFERENCE DOCUMENTS B, C, and F contain required specifications related to buses within LOTS 1, 2, and 3.

The CONTRACTOR shall provide a firm fixed price for the following paint and decal services:

1. The CONTRACTOR services shall include all work required to complete the paint and decal SOW. This includes, but is not limited to, project management, priming, stripping, painting applications, decal installations, and closeout activities.

2. The CONTRACTOR shall be responsible for providing the AUTHORITY with a fully painted bus to include all decals, bus numbers, logos, warnings, stickers, OCTA's CA number, etc., as described in REFERENCE DOCUMENTS B, C, and F.

3. The CONTRACTOR shall paint the bus using PPG paint and colors, as described in REFERENCE DOCUMENTS B and C.

The CONTRACTOR shall properly prepare the bus for painting to prevent overspray - the unintentional painting of items, such as, windows, glass, lamps, lights, etc. The CONTRACTOR shall complete the following prior to painting:

1. All exterior lamps and rubber seals will be removed before prepping and painting.

2. All hinged panels and engine doors will be prepped.

The CONTRACTOR shall obtain all relevant materials to perform the work, including, but not limited to, paint, decals and/or decal kits, industry standards, specifications, illustrations, plans.

The CONTRACTOR shall install decals using criteria specified in REFERENCE DOCUMENT F using decal kits pre-defined and pre-approved by the AUTHORITY.

The CONTRACTOR shall adhere to special precautions when working around and storing these CNG powered buses. The CONTRACTOR facility(s) shall be

equipped to accommodate CNG powered buses and shall comply with all applicable rules and regulations at the time of the award.

The CONTRACTOR shall be responsible for vehicle pick-up, delivery and storage.

The CONTRACTOR shall provide a secure location for the vehicles removed from the AUTHORITY's property.

The CONTRACTOR assumes all liabilities and risks associated with vehicle pick-up, vehicle delivery, vehicle storage, proper licensing and insurance for drivers and companies used to drive and/or transfer, to and from the AUTHORITY's properties.

The CONTRACTOR will exclusively be responsible for all damages, liabilities, risks and excludes the AUTHORITY, AUTHORITY property, AUTHORITY personnel, representatives, agents and others of any liabilities, damages and/or risks associated with this project.

The CONTRACTOR shall present valid proof to the AUTHORITY that all operators of vehicles have a valid CDL license permitting them to transport these buses.

The CONTRACTOR shall provide proof of business license and certifications.

The CONTRACTOR shall comply with all of OSHA / EPA / Cal OSHA / Cal EPA regulations, including training.

2.2 OPTION LOT DELIVERABLES (UP TO TWENTY-NINE (29) BUSES)

At the AUTHORITY's discretion, the OPTION lot may exercised for up to twenty-nine (29) buses in increments of one or greater. These buses require a complete paint and decal package primarily because the existing white-base as well as the gray colored trim at the bottom of the buses require stripping and painting to match the Bravo! BRT white-base color and all inclusive identity package as described herein and in REFERENCE DOCUMENTS D, E, and F.

The CONTRACTOR shall provide a firm fixed price for the following paint and decal services:

1. The CONTRACTOR services shall include all work required to complete the paint and decal SOW. This includes, but is not limited to, project management, priming, stripping, painting applications, decal installations, and closeout activities.

2. The CONTRACTOR shall be responsible for providing the AUTHORITY with a fully painted bus to include all decals, bus numbers, logos,

warnings, stickers, OCTA's CA number, etc., as depicted in REFERENCE DOCUMENTS D, E and F.

3. The CONTRACTOR shall paint the bus using PPG paint and colors, as described in REFERENCE DOCUMENTS D and E.

The CONTRACTOR shall properly prepare the bus for painting to prevent overspray - the unintentional painting of items, such as, windows, glass, lamps, lights, etc. The CONTRACTOR shall complete the following prior to painting:

1. All exterior lamps and rubber seals will be removed before prepping and painting.

2. All hinged panels and engine doors will be prepped.

The CONTRACTOR shall obtain all relevant materials to perform the work, including, but not limited to, paint, decals, industry standards, specifications, illustrations, plans.

The CONTRACTOR shall install decals using criteria specified in REFERENCE DOCUMENT F using AUTHORITY pre-defined and pre-approved decal kits.

The CONTRACTOR shall adhere to special precautions when working around these CNG powered buses. The CONTRACTOR s facility(s) shall be equipped to accommodate CNG powered buses and shall comply with all applicable rules and regulations at the time of the award.

The CONTRACTOR shall be responsible for vehicle pick-up, delivery and storage.

The CONTRACTOR shall provide a secure location for the vehicles removed from the AUTHORITY's property.

The CONTRACTOR assumes all liabilities and risks associated with vehicle pick-up, vehicle delivery, vehicle storage, proper licensing and insurance for drivers and companies used to drive and/or transfer, to and from the AUTHORITY's properties.

The CONTRACTOR will exclusively be responsible for all damages, liabilities, risks and excludes the AUTHORITY, AUTHORITY property, AUTHORITY personnel, representatives, agents and others of any liabilities, damages and/or risks associated with this project.

The CONTRACTOR shall present valid proof to the AUTHORITY that all operators of vehicles must have a valid CDL license allowing them to transport these buses.

The CONTRACTOR shall provide proof of business license and certifications.

The CONTRACTOR shall comply with all of OSHA / EPA / Cal OSHA / Cal EPA regulations, including training.

The AUTHORITY shall perform announced and unannounced inspections to the CONTRACTOR facility(s) to verify the stages of completion, quality of work performed, status of repairs and others as applicable to this project.

2.3 PAINT AND DECAL REMOVAL

For each LOT and/or OPTION, in preparation of performing paint, re-paint and decal installation services for the Bravo! BRT vehicles, CONTRACTOR shall remove all paint and decals, in compliance with industry standard practices, from vehicles prior to applying new paint and installing new decals. The CONTRACTOR shall protect all materials which include, but are not limited to, glass, plastic, rubber, and other underlying metal surfaces.

For each LOT and/or OPTION, during the paint and decal removal process, if CONTRACTOR damages any features on the vehicles, CONTRACTOR shall notify the AUTHORITY's point of contact within two (2) working days, and CONTRACTOR shall be responsible for replacing the features prior to performing and/or continuing paint and decal installation services. The CONTRACTOR shall reimburse AUTHORITY at original and/or full cost.

2.4 PAINT DRYING/CURING

To ensure proper decal adhesion, the CONTRACTOR shall provide adequate drying or curing time prior to any decal installations on any AUTHORITY vehicle to prevent defects. To minimize risks, the AUTHORITY recommends that the decal installations occur at a pre-scheduled and consistent interval after the painting on each vehicle has properly cured. This effort shall be organized and monitored by the CONTRACTOR to ensure that each vehicle meets acceptance and warranty requirements stated in the SOW.

2.5 DECAL REQUIREMENTS

For each LOT and/or OPTION, the CONTRACTOR shall secure and install new Bravo! BRT decal graphics within kits pursuant to AUTHORITY's pre-defined and pre-approved branding decal specifications and requirements listed in REFERENCE DOCUMENT F.

In addition, the CONTRACTOR shall follow the guidelines listed below:

1. Materials shall be 3M 680-10 CR reflective material (for all blue and white colored items listed in REFERENCE DOCUMENT F) and 3M 8991R for clear surface protectant.

2. Black vinyl shall be used for the CA bus numbers on both sides, and the numbers on the roof of the bus.

3. All printing shall be done with 3M inks and clear coat finish.

Artwork will be provided by AUTHORITY to the CONTRACTOR in Adobe Illustrator Encapsulated Postscript files (EPS) format, with an Adobe Acrobat PDF formatted file for reference.

Decals shall be kiss-cut and pre-masked in groups, for ease of installation.

All manufacturing and installation of decals shall be in accordance with 3M MCS (Matched Component System) specifications to qualify for 3M warranties.

2.6 DECAL SPECIFICATIONS

For each LOT and/or OPTION, decal graphics per vehicle shall be included within a decal kit(s) which exactly match specifications outlined in REFERENCE DOCUMENT F. As a requirement, the CONTRACTOR shall only install decals from AUTHORITY pre-defined and pre-approved kits which match the criteria and descriptions outlined in REFERENCE DOCUMENT F. No decal substitutions or omissions will be acceptable unless approved by the AUTHORITY in writing.

For each LOT and/or OPTION, the CONTRACTOR shall complete the following:

1. Replace all CNG stickers.

2. Replace all Kneeling stickers.

3. Replace all Bike Rack Instruction and Caution stickers.

4. Replace “OCTA Your Wheels” stickers Front & Back.

5. Replace all Handicap stickers.

6. Replace DMV CA 43438 Stickers.

2.7 PAINT PALETTES

For each LOT and/or OPTION, prior to commencing any work on the First Article, the CONTRACTOR shall submit paint palettes for the AUTHORITY's approval, four (4) sets of each color, size 3 inch by 6 inch, with the intended colors to be used in the Bravo! BRT painting scheme described in REFERENCE DOCUMENTS B through E.

The CONTRACTOR shall distribute the four (4) sets as follows:

- One (1) set shall be provided to AUTHORITY's Contract Administrator;
- One (1) set shall be under the CONTRACTOR's custody;
- The AUTHORITY's Technical Project Manager and the AUTHORITY's accepting team shall use the remaining two (2) sets to validate/verify color integrity throughout the program.

Upon approval by the AUTHORITY in writing, the CONTRACTOR shall commence the work.

2.8 FIRST ARTICLE

For each LOT and/or OPTION, CONTRACTOR shall perform paint and decal installation services as described in the SOW for a First Article on one (1) vehicle and will submit to the AUTHORITY for inspection and acceptance according to the scheduled submittal date(s), prior to proceeding with the remaining work within the SOW.

For each LOT and/or OPTION, the CONTRACTOR will perform a First Article vehicle within fifteen (15) working days following a Notice to Proceed (NTP) issued by the AUTHORITY in writing.

For each LOT and/or OPTION, the AUTHORITY will have five (5) working days to inspect and either accept or reject the First Article vehicle.

2.9 NOTICE TO PROCEED WITH PAINT PROGRAM (LOTS 1-3, OPTION)

Only after the approval of each First Article bus by the AUTHORITY, one (1) for LOT 1, one (1) for LOT 2, one (1) for LOT 3, and one for the OPTION, a NTP will be issued by the AUTHORITY's Contract Administrator in writing to the CONTRACTOR to proceed with each LOT and/or OPTION.

2.10 PRODUCTION AND SCHEDULE

2.10.1 SCHEDULE / BUS AVAILABILITY

Upon the CONTRACTOR receiving a NTP from the AUTHORITY, the AUTHORITY shall have buses available to the CONTRACTOR prior to the listed dates in the project schedule in REFERENCE DOCUMENT A.

All dates throughout the SOW are based on calendar days unless otherwise noted.

2.10.2 PRODUCTION

For each LOT and/or OPTION, the CONTRACTOR shall complete one bus a week or two (2) buses every two (2) weeks (two buses painted the first week and the same two buses decaled the second week). The project schedule is designed to allow for adequate curing or drying time in between paint and decal installations. In addition, due to the anticipated level of coordination between the CONTRACTOR, an adequate amount of time is required to minimize schedule related complications.

As is consistent with the project schedule in REFERENCE DOCUMENT A, listed below is a brief summary of the bus availability dates for each LOT and/or OPTION.

2.10.3 LOT 1

First Article:	Shall be available by December 1, 2008.
Production buses:	Twenty-two (22) buses shall be available starting on December 29, 2008.

2.10.4 LOT 2

First Article:	Shall be available by November 2, 2009.
Production buses:	Twenty-two (22) buses shall be available starting on November 30, 2009.

2.10.5 LOT 3

First Article:	Shall be available by May 31, 2010.
Production buses:	Eighteen (18) buses shall be available starting on June 28, 2010.

2.10.6 OPTION

First Article:	Shall be available at an unknown future date.
Production buses:	An unknown number of buses shall be available at an unknown future date.

2.11 ACCEPTANCE CRITERIA

For each LOT and/or OPTION, the AUTHORITY reserves the right of final approval upon acceptance of the First Article bus. The following, among others, as deemed necessary, shall be used as the acceptance criteria by the AUTHORITY and/or its designee:

2.11.1 UNIFORMITY

Appearance is consistent over entire bus, both individual panels and between adjacent panels within a zone and throughout the bus.

2.11.2 COLOR UNIFORMITY

The Color shall not vary from agreed upon colors. Colors shall be traceable back to AUTHORITY's approved paint palettes.

2.11.3 GLOSS (20 DEGREE)

The shininess of the painted surface utilizing a BYK Gardener Micro –TRI- or a Haze & Gloss (20 degree) meter, or equivalent. Gloss measurements shall not be taken on non-metallic or contoured surfaces. Readings will only be taken as the bus exits the paint booth. Requirement shall be 80%.

2.11.4 FILM THICKNESS OF THE PAINTED SURFACE

All primer and topcoat film thickness shall be applied and measured in accordance with the pre-determined Paint Manufacturers Standards.

The dry film thickness (DFT) will be the sum of coatings applied as per recommended DFT as supplied by PPG. The minimum DFT of paint shall equal three (3) mils. The total maximum DFT shall not exceed 0.020".

2.11.5 PAINT SURFACE BLEMISHES – FISH EYES – BUBBLES/CRATERS

Small round depressions in the paint film which may or may not expose the underlying surface. This will be visually inspected and reported as applicable.

2.11.6 DING

A localized depression or protrusion in the metal surface or substrate, which is visible after paint. This will be visually inspected (w/o) fluorescent light and reported as applicable

2.11.7 OVERSPRAY

Rough or gritty texture on paint film surface. Visual evaluation. No visible overspray is acceptable

2.11.8 SOLVENT POP

Small holes in a paint film usually caused by trapped solvent or porosity. Solvent boils are small, clustered, raised but unbroken bubbles in a paint film surface. Visual evaluation. An acceptable criterion is for pinhole type solvent pops, which are visible only when viewed at an angle or small random pops not visible from three (3) feet away.

2.11.9 POLISH MARKS

Visible swirl marks or hazy marks, which are caused by polishing techniques viewed in reflected or non-reflected lighting. Swirl marks or hazy marks, which are visible, are acceptable provided the gloss meets the previously described standard.

2.11.10 SAGS AND RUNS

Visual evaluation.

2.11.11 SCRATCHES ON SURFACE OF PAINT FILM

Visual evaluation.

2.11.12 FILE/GRIND MARKS

Cuts in the surface metal caused by poor sand / file technique or improper repair (visible after paint). Visual evaluation.

2.11.13 PINHOLES

Small holes in a paint film, usually in the area of fiberglass gelcoat parts (i.e. porosity). Visual evaluation.

2.11.14 PAINT CHIPS

The absence of a small portion of the paint film. Visual evaluation.

Touch-up is acceptable if no color change.

2.11.15 PAINT STRIPE AND PAINT BREAK

A stripe is defined as any color less than eight (8) inches in width.

A paint break is wider than eight (8) inches.

Visual evaluation. Paint stripes and paint breaks shall be free of chipping or loss of small portion of paint. When a single stage coating application process is used, with more than one color, there will be a ridge (*) where the adjacent colors meet.

(*) This ridge is created by the different mil thickness of each color; most colors require a different mil thickness to accomplish total “hiding”.

Mil thickness shall be applied and measured in accordance with the pre-determined Paint Manufacturers Standards. Touch up on paint stripe or paint break is acceptable if there is no color change.

NOTE: Touch-up, wet sand and polish are acceptable repairs.

Upon completion of all authorized work, the AUTHORITY and/or its designee will inspect each vehicle for thoroughness and quality of work. In the event the performed work is found to be incomplete, substandard or unacceptable, payment shall be withheld until such work is acceptable. CONTRACTOR shall have fourteen calendars days from notice from the AUTHORITY to correct any incomplete, substandard, and/or unacceptable work.

SECTION 3.0

WARRANTY REQUIREMENTS

SECTION 3.0 WARRANTY REQUIREMENTS

3.1 TERMS OF WARRANTY

The CONTRACTOR shall provide a 100% material warranty for color fading, bubbling, and/or disintegration and labor warranty for the complete project, which includes bus painting, decal installation/replacement for a period of six-years (6), unlimited mileage, beginning on the date of acceptance.

As stated in Section 2.5 DECAL REQUIREMENTS, all manufacturing and installation of decals shall be in accordance with 3M MCS (Matched Component System) specifications to qualify for and maintain 3M warranty periods.

If, during the warranty period, repairs or modifications on any vehicle, made necessary by defective materials or workmanship, are not completed due to lack of material or inability to provide the proper repair for thirty (30) calendar days, the applicable warranty period shall be extended by the number of days equal to the delay period.

The warranties shall not apply to vehicles with defects resulting from misuse, negligence, or accidents.

3.2 TERMS OF RESPONSE

The CONTRACTOR will be required to respond to any warranty issues within three (3) working days.

3.3 LATENT DEFECTS

Defects noted after acceptance will be handled exactly as stated in Section 4.2 TERMS OF RESPONSE.

REFERENCE DOCUMENTS

REFERENCE DOCUMENT A – PROJECT SCHEDULE

Project Schedule	
Milestones/Deliverables	**NTP/Deliverable Dates**
LOT 1	
NTP for First Article	12/01/2008
Delivery of First Article	12/19/2008
NTP for Production	12/29/2009
Production / Delivery Schedule	12/29/2008 through 05/29/2009
LOT 2	
NTP for First Article	11/02/2009
Delivery of First Article	11/20/2009
NTP for Production	11/30/2009
Production / Delivery Schedule	11/30/2009 through 04/30/2010
LOT 3	
NTP for First Article	05/31/2010
Delivery of First Article	06/18/2010
NTP for Production	06/28/2010
Production / Delivery Schedule	06/28/2010 through 11/01/2010
OPTION	
NTP for First Article	Unknown
Delivery of First Article	Unknown
NTP for Production	Unknown
Production / Delivery Schedule	Unknown

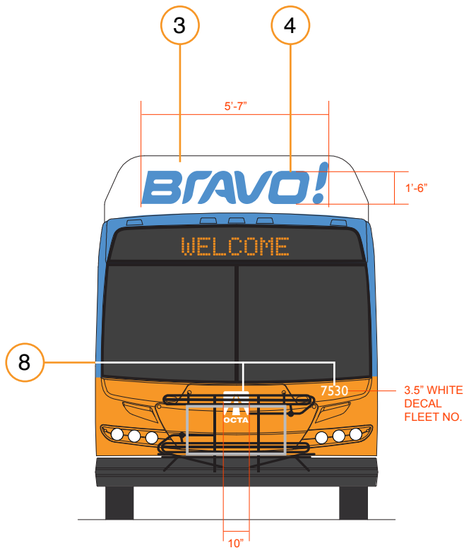
REFERENCE DOCUMENT B – CONCEPTUAL BRAVO! VEHICLE PAINT AND DECAL ILLUSTRATION WITH ROOF-TOP COOLER (SIDE VIEW)

TITLE: BRAVO! BUS PAINT AND DECAL PLAN (VEHICLES 7529 - 7592) DWG# OCTA_06.16.08_Rel. 01 (Page 3 of 4)

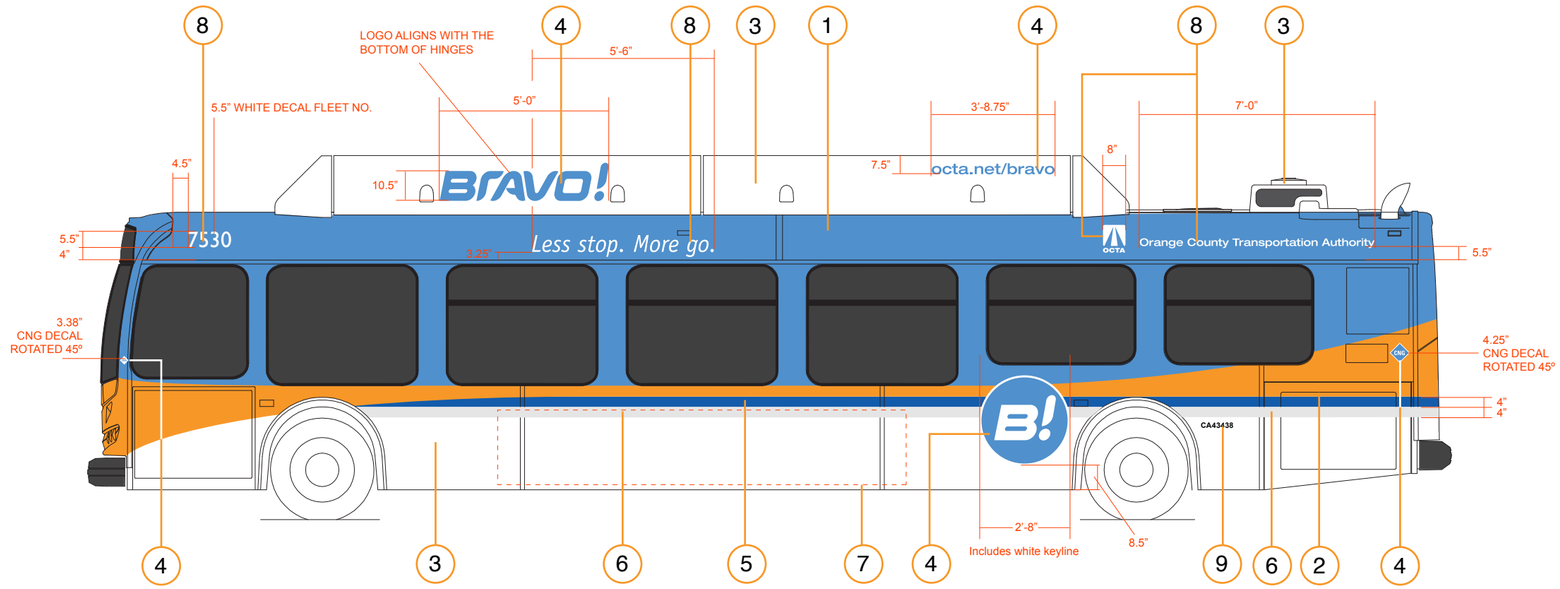
PREPARED BY: JAMES KLEIN + ASSOCIATES

SHEET NO: 3 / 4

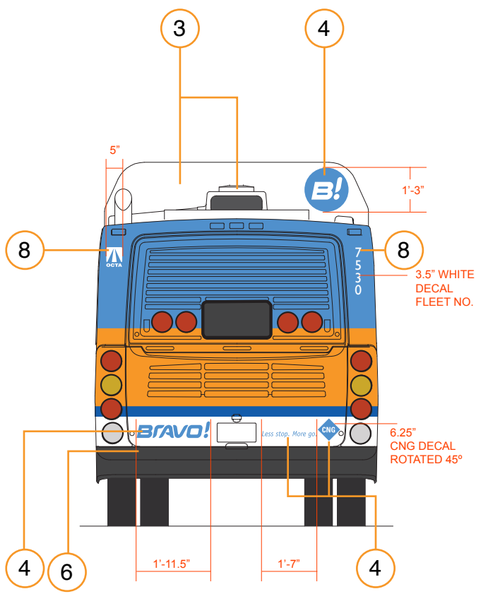
DATE: 06.16.08



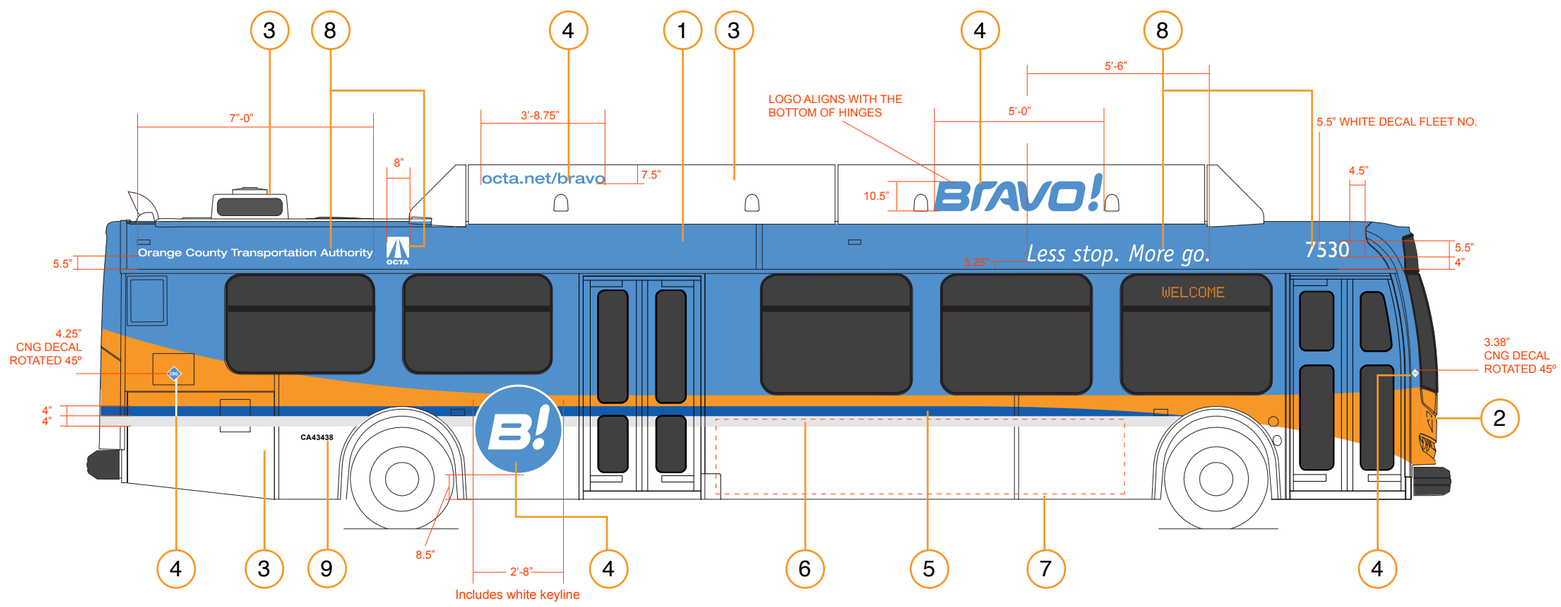
FRONT VIEW



STREET SIDE VIEW



REAR VIEW



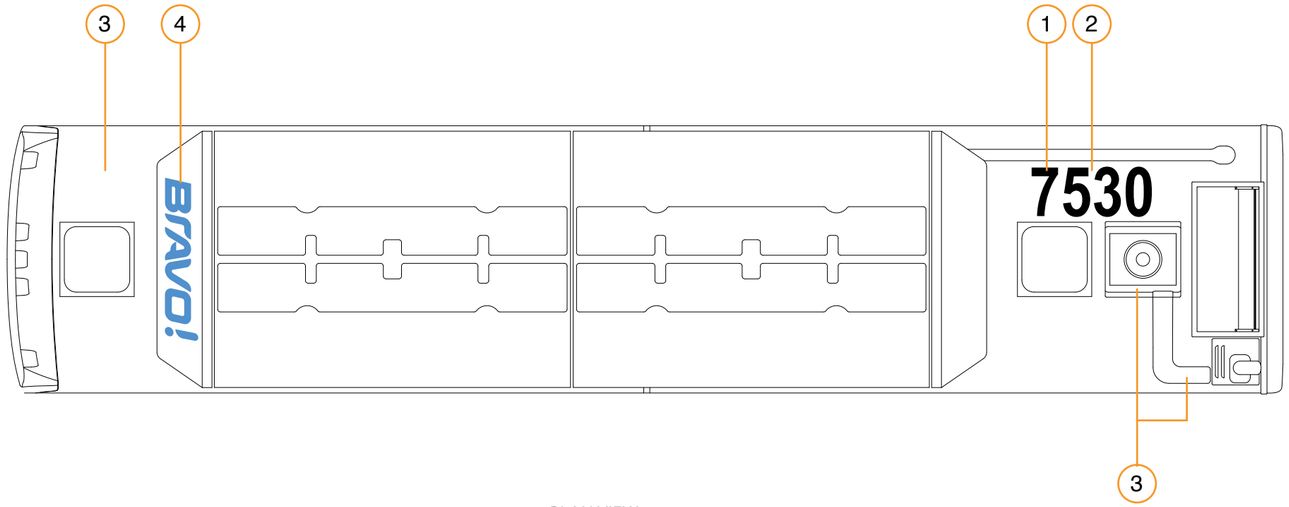
CURB SIDE VIEW

NOTES

1. PPG PAINT TO MATCH PMS 279 C
2. PPG PAINT TO MATCH PMS 151 C ORANGE
3. PPG PAINT TO MATCH WHITE HSV 921472.
4. BRAVO! BLUE FOR ALL THE BLUE DECALS IS PMS 279 C AND NEEDS TO MATCH THE BUS PAINT COLOR. ALL WHITE AND BLUE DECALS ARE PRINTED ON 3M 680CR REFLECTIVE MATERIAL, UNLESS OTHERWISE NOTED.
5. PMS REFLEX BLUE C ON 3M 680CR REFLECTIVE MATERIAL. NEEDS TO MATCH STRIPING ON EXISTING FLEET.
6. WHITE STRIPING PRINTED ON 3M 680CR REFLECTIVE MATERIAL.
7. 3M 8991R CLEAR SURFACE PROTECTANT TO ALLEVIATE SCRATCHES ON PAINT FROM BUS KING ADVERTISEMENTS. (144" WIDE X 34" HIGH)
8. WHITE DECAL ON 3M 680CR REFLECTIVE MATERIAL.
9. 2.5" CAP HEIGHT BLACK VINYL INDIVIDUALIZED FOR EACH BUS.
10. DRAWING IS FOR REFERENCE ONLY. FINAL ENGINEERING DRAWING WILL BE PROVIDED BY CHOSEN VENDOR FOR AUTHORITY APPROVAL.

REFERENCE DOCUMENT C - CONCEPTUAL BRAVO! VEHICLE PAINT AND DECAL ILLUSTRATION WITH ROOF-TOP COOLER (TOP VIEW)

TITLE: BRAVO! BUS PAINT AND DECAL PLAN (VEHICLES 7529 - 7592) DWG# OCTA_06.16.08_Rel. 01 (Page 4 of 4)	PREPARED BY: JAMES KLEIN + ASSOCIATES	SHEET NO: 4 / 4	DATE: 06.16.08



PLAN VIEW

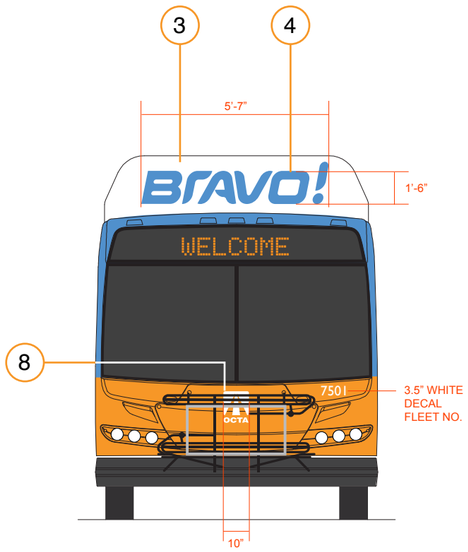
NOTES

1. DECAL FLEET NUMBER 18" BLACK CENTERED IN AVAILABLE SPACE AS SHOWN. FONT CAN CHANGE IF THERE IS AN INDUSTRY STANDARD FOR THE BUS ROOF NUMBERS.
2. DECAL EDGE SEALER
3. PPG PAINT TO MATCH WHITE HSV 921472.
4. BRAVO! BLUE FOR ALL THE BLUE DECALS IS PMS 279 C AND NEEDS TO MATCH THE BUS PAINT COLOR. ALL WHITE AND BLUE DECALS ARE PRINTED ON 3M 680CR REFLECTIVE MATERIAL, UNLESS OTHERWISE NOTED.

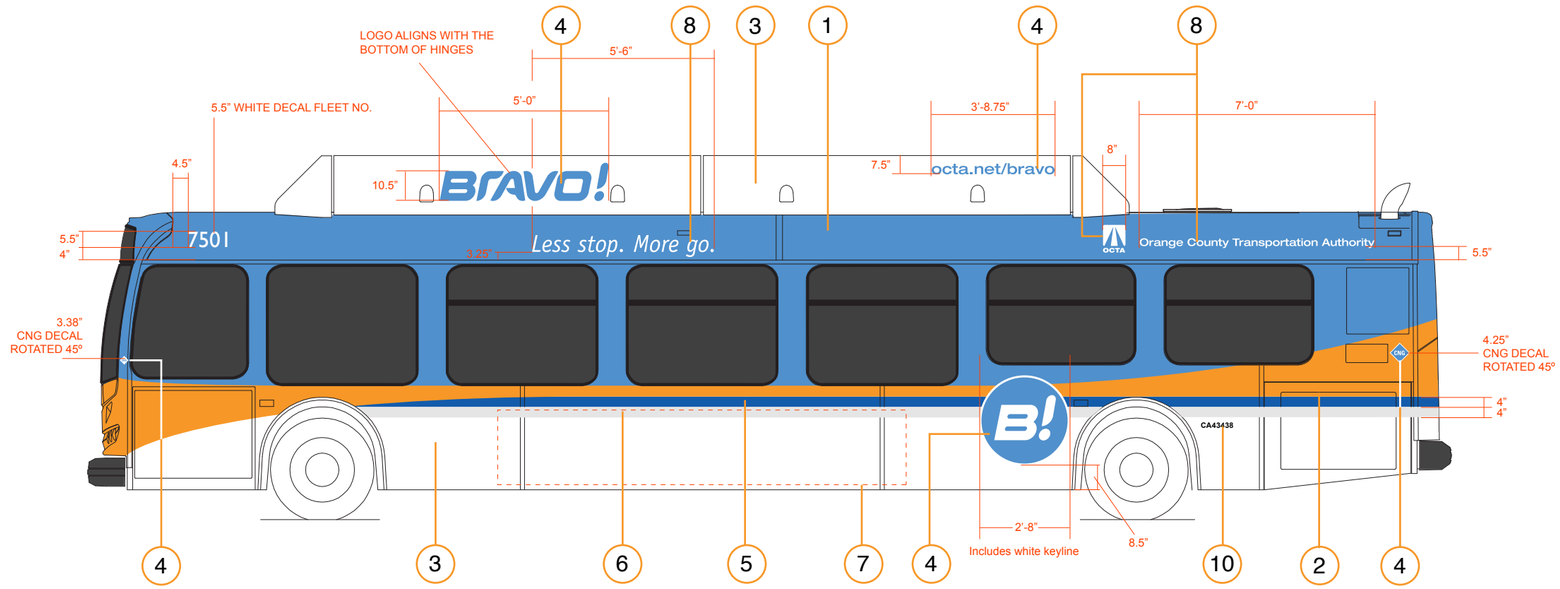
ABCDEFG
HIJKLM
NOPQRST
UVWXYZ

REFERENCE DOCUMENT D - CONCEPTUAL BRAVO! VEHICLE PAINT AND DECAL ILLUSTRATION WITHOUT ROOF-TOP COOLER (SIDE VIEW)

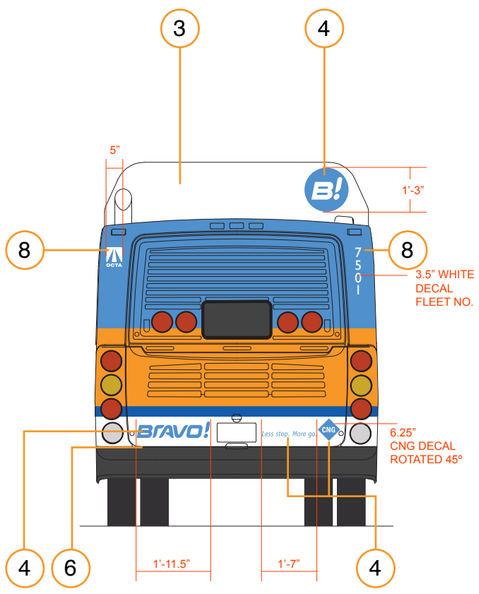
TITLE: BRAVO! BUS PAINT AND DECAL PLAN (VEHICLES 7501 - 7528) DWG# OCTA_06.16.08_Rel. 01 (Page 1 of 4)	PREPARED BY: JAMES KLEIN + ASSOCIATES	SHEET NO: 1 / 4	DATE: 06.16.08



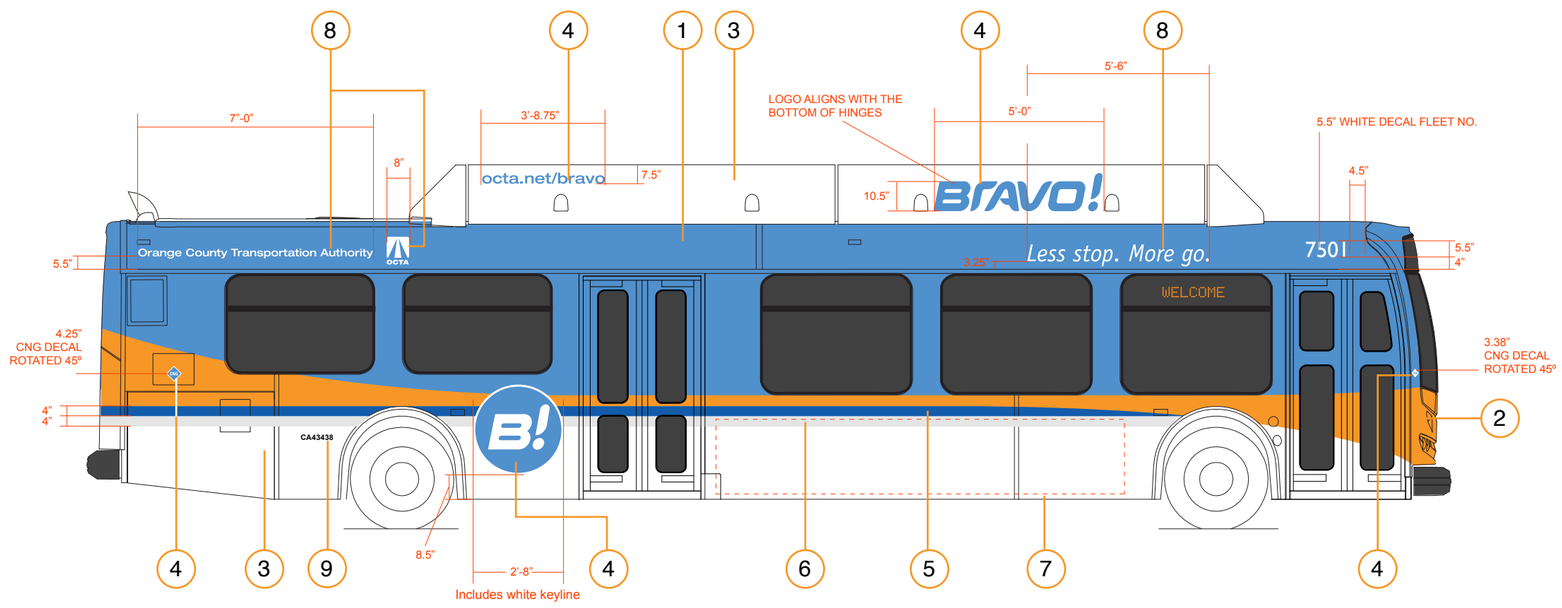
FRONT VIEW



STREET SIDE VIEW



REAR VIEW



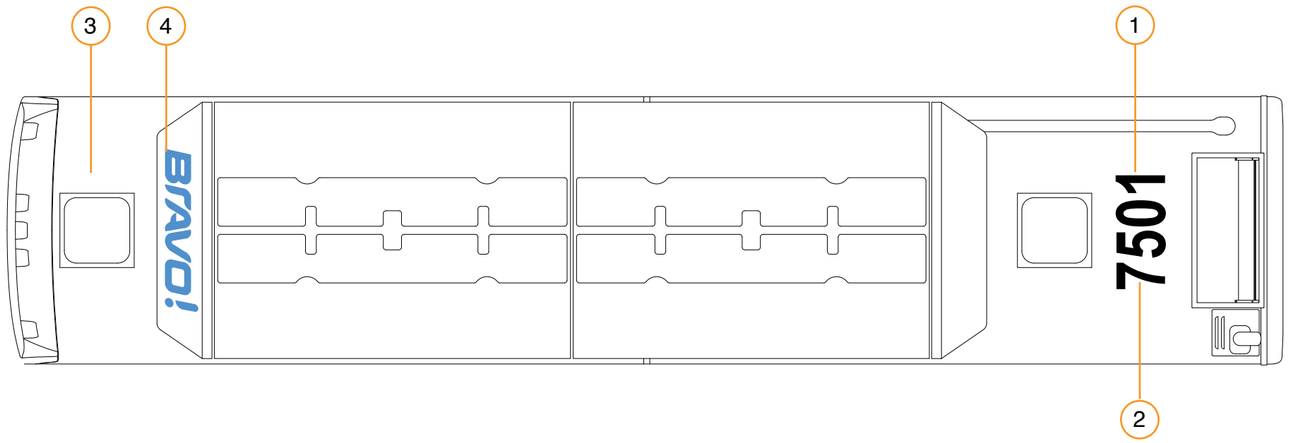
CURB SIDE VIEW

NOTES

1. PPG PAINT TO MATCH PMS 279 C
2. PPG PAINT TO MATCH PMS 151 C ORANGE
3. PPG PAINT TO MATCH WHITE HSV 921472.
4. BRAVO! BLUE FOR ALL THE BLUE DECALS IS PMS 279 C AND NEEDS TO MATCH THE BUS PAINT COLOR. ALL WHITE AND BLUE DECALS ARE PRINTED ON 3M 680CR REFLECTIVE MATERIAL, UNLESS OTHERWISE NOTED.
5. PMS REFLEX BLUE C ON 3M 680CR REFLECTIVE MATERIAL. NEEDS TO MATCH STRIPING ON EXISTING FLEET.
6. WHITE STRIPING PRINTED ON 3M 680CR REFLECTIVE MATERIAL.
7. 3M 8991R CLEAR SURFACE PROTECTANT TO ALLEVIATE SCRATCHES ON PAINT FROM BUS KING ADVERTISEMENTS. (148" WIDE X 34" HIGH)
8. WHITE DECAL ON 3M 680CR REFLECTIVE MATERIAL.
9. 2.5" CAP HEIGHT BLACK VINYL INDIVIDUALIZED FOR EACH BUS.
10. DRAWING IS FOR REFERENCE ONLY. FINAL ENGINEERING DRAWING WILL BE PROVIDED BY CHOSEN VENDOR FOR AUTHORITY APPROVAL.

REFERENCE DOCUMENT E – CONCEPTUAL BRAVO! VEHICLE PAINT AND DECAL ILLUSTRATION WITHOUT ROOF-TOP COOLER (TOP VIEW)

TITLE: BRAVO! BUS PAINT AND DECAL PLAN (VEHICLES 7501-7528) DWG# OCTA_06.16.08_Rel. 01 (Page 2 of 4)	PREPARED BY: JAMES KLEIN + ASSOCIATES	SHEET NO: 2 / 4	DATE: 06.16.08



PLAN VIEW

NOTES

1. DECAL FLEET NUMBER 18" BLACK CENTERED IN AVAILABLE SPACE AS SHOWN. FONT CAN CHANGE IF THERE IS AN INDUSTRY STANDARD FOR THE BUS ROOF NUMBERS.
2. DECAL EDGE SEALER
3. PPG PAINT TO MATCH WHITE HSV 921472.
4. BRAVO! BLUE FOR ALL THE BLUE DECALS IS PMS 279 C AND NEEDS TO MATCH THE BUS PAINT COLOR. ALL WHITE AND BLUE DECALS ARE PRINTED ON 3M 680CR REFLECTIVE MATERIAL, UNLESS OTHERWISE NOTED.

ABCDEFG
HIJKLM
NOPQRST
UVWXYZ

REFERENCE DOCUMENT F – BRAVO! BRT VEHICLE DECAL SPECIFICATIONS LIST

SIDE 1 (DRIVER SIDE) GRAPHICS				
Part No.	**Qty.**	**Description**	**Size**	**Colors**
B1	1	top BRAVO!	60" wd x 10.5" ht (exclamation point is 13.55" ht)	PMS 279 C Blue
B2	1	Less stop. More go.	66" wd x 8" ht	White
B3	1	top octa.net/bravo	44.75" wd x 4" ht	PMS 279 C Blue
B4	1	top OCTA Logos	8" wd x 9.8" ht	White
B5	1	Orange County Transportation Authority (type logo)	84.25" wd x 3.5" ht	White
B6	1	unit numbers	5.5" ht	White
B7	1	B! logo	32" diameter	PMS 279 C Blue
B8	1	CNG logos (at front)	3 3/8" square (45 degree rotation)	White with PMS 293 Blue type (on orange background)
B9	1	CNG logos (at back)	4.25" square (45 degree rotation)	White with PMS 293 Blue type (on orange background)
B10	1	CA43438 numbers (vinyl)	2.5" ht	black vinyl, not reflective material
B11	1	3M 8991R clear protectant (under bus ads to protect paint)	148" wd x 34" ht	Clear, not reflective material

SIDE 2 (PASSENGER SIDE) GRAPHICS				
Part No.	**Qty.**	**Description**	**Size**	**Colors**
B1	1	top BRAVO!	60" wd x 10.5" ht (exclamation point is 13.55" ht)	PMS 279 C Blue
B2	1	Less stop. More go.	66" wd x 8" ht	White
B3	1	top octa.net/bravo	44.75" wd x 4" ht	PMS 279 C Blue
B4	1	top OCTA Logos	8" wd x 9.8" ht	White
B5	1	Orange County Transportation Authority (type logo)	84.25" wd x 3.5" ht	White
B6	1	unit numbers	5.5" ht	White
B7	1	B! logo	32" diameter	PMS 279 C Blue
B8	1	CNG logos (at front)	3 3/8" square (45 degree rotation)	White with PMS 293 Blue type (on orange background)
B9	1	CNG logos (at back)	4.25" square (45 degree rotation)	White with PMS 293 Blue type (on orange background)
B10	1	CA43438 numbers (vinyl)	2.5" ht	black vinyl, not reflective material
B11	1	3M 8991R clear protectant (under bus ads to protect paint)	148" wd x 34" ht	Clear, not reflective material

FRONT GRAPHICS				
Part No.	**Qty.**	**Description**	**Size**	**Colors**
B12	1	top BRAVO!	67" wd x 15.25" ht	PMS 279 C Blue
B13	1	center OCTA Logo	10" wd x 12.25" ht	White
B14	2	unit numbers	3.5" ht	White

REAR GRAPHICS				
Part No.	**Qty.**	**Description**	**Size**	**Colors**
B15	1	left OCTA Logo	5" wd x 6.13" ht	White
B16	1	top B! logo	15" diameter	PMS 279 C Blue
B17	1	vertical unit numbers	3.5" ht	White
B18	1	bottom BRAVO!	23.5" wd x 5" ht	PMS 279 C Blue
B19	1	Less stop. More go.	19" wd x 2.25" ht	White
B20	1	CNG logo	6.25" square (45 degree rotation)	PMS 279 C Blue

ROOF GRAPHICS				
Part No.	**Qty.**	**Description**	**Size**	**Colors**
B21	4	unit numbers	18" tall	Black Vinyl

BUS STRIPES				
Part No.	**Qty.**	**Description**	**Size**	**Colors**
B22	1	8" total depth stripe (4" of blue and 4" of white). Stripe starts at the side of the bus behind the wheel, continues around the back, and covers the second side of the bus.	4" each of white and blue, 8" total height (one piece with both colors)	PMS Reflex Blue on white reflective material

SECTION IV

BID PACKAGE

SECTION IV. BID PACKAGE

The Bidder should complete all the forms identified below. The Bid may not contain exceptions to or deviations from the requirement 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 the Bid Form statements.

EXHIBIT B. PRICE SUMMARY

EXHIBIT C. INFORMATION REQUIRED OF BIDDER

Bidder must provide all the information requested in this form.

EXHIBIT D. FAITHFUL PERFORMANCE BOND

EXHIBIT E. PARTY AND PARTICIPANT DISCLOSURE FORMS

EXHIBIT F. STATUS OF PAST AND PRESENT CONTRACTS

EXHIBIT G. LIST OF SUBCONTRACTORS FORM

Bidder shall complete Exhibit G which lists all subcontractors performing work in excess of ½ of 1% of the bid amount per the instructions set forth in “Instructions to Bidders.”

QUALIFICATIONS OF CONTRACTOR REFERENCES

The CONTRACTOR shall submit with its bid, at a minimum, the following:

- Present examples of work (photos, documents, etc.) as well as samples of any work done by contractors and/or subcontractors used.
- Presentation of facility and physical samples of work if requested by AUTHORITY.
- Attend the Pre-bid meeting where the buses involved in this paint program, or similar, may be on display.
- Submit proof of air quality operating permits for the facilities where the painting will be completed.

- Present proof of their employee safety and environmental compliance training programs.

Upon contract award, the successful bidder(s) shall provide a sample decal kit from Lowen Color Graphics or approved equal which exactly matches the AUTHORITY pre-defined and pre-approved specifications outlined in REFERENCE DOCUMENT F.

BID FORM

INVITATION FOR BIDS NUMBER: IFB 8-1028

DESCRIPTION: PAINT & DECAL NEW BRT BUSES

BIDDER'S NAME AND ADDRESS _____

_____

_____

_____

NAME OF AUTHORIZED REPRESENTATIVE _____

TELEPHONE NUMBER _____

EMAIL ADDRESS _____

FAX NUMBER _____

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

I acknowledge receipt of IFB and Addenda Numbers: _____

AUTHORIZED SIGNATURE TO BIND BID: _____

PRINT SIGNER'S NAME AND TITLE: _____

_____

DATE SIGNED: _____

IF NOT BIDDING, PLEASE LIST REASON(S) BELOW:

PRICE SUMMARY SHEET – EXHIBIT B

INVITATION FOR BID (IFB) 8-1028

Contractor to perform service as detailed in Section III, Scope of Work. Enter below the Firm Fixed Price for each of the three (3) Bus Lots and the Buses (Option Lot) which may be exercised at the Authority's sole option.

The evaluation of the bids will be based on all 4 items listed below. However award will be for items 1, 2, and 3 only. If awarded item 4 may exercised in groups of one (1) or more buses over the next thirty-six (36) months.

The Authority's intention is to award to the lowest responsive and responsible bidder and award shall be on a firm fixed price basis in accordance with the requirements in this IFB.

Each unit price shall include all direct costs, indirect costs and profit.

Item	Quantity	Description	Unit Price	Extended Price
1.	22	Buses (Lot 1)	$_____	$_____
2.	22	Buses (Lot 2)	$_____	$_____
3.	18	Buses (Lot 3)	$_____	$_____
4.	29	Buses (Option Lot)	$_____	$_____
			7.75% CA Sales Tax:	$_____
			TOTAL PRICE:	**$_____**

INFORMATION REQUIRED OF BIDDER

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

1. Name of Bidder, Firm or Corporation: _____
2. Business Address: _____
3. Telephone/Fax: ( ) _____
4. Type of Firm--Individual, Partnership or Corporation: _____
5. Corporation organized under the laws of state of: _____
6. Business License No.:_____ Years of Experience:_____
7. Expiration Date of Business License: _____
8. List the names and addresses of all owners of the firm or names and titles of all officers of the corporation:

   _____

   _____

9. List at least three project references for services rendered as of recent date:

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

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ hereinafter referred to as "Contractor", as principal, and as surety, are held and firmly bound unto the Orange County Transportation Authority in the sum Dollars, ($_____), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that,

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Agreement with the Orange County Transportation Authority for the _____ as specified in said Agreement, and is required to give this bond in connection with the execution thereof;

NOW THEREFORE, if the said Contractor shall well and truly do and perform all of the covenants and obligations of said Agreement on his part to be done and performed at the times and in the manner specified herein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect; and in the event said Contractor fails to fully perform all requirements in accordance with the terms and conditions of said Agreement, then surety shall enforce performance by the Contractor or shall pay the ORANGE COUNTY TRANSPORTATION AUTHORITY for the same in an amount not exceeding the amount specified in this bond; and, further, if in the event suit is brought upon this bond then said surety shall pay the ORANGE COUNTY TRANSPORTATION AUTHORITY for reasonable attorneys' fees to be fixed by the court;

PROVIDED, that any changes in the work to be done, or the material to be furnished, whether or not made pursuant to the terms of said contract, shall not in any way release either the Contractor or the surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either the Contractor or the surety, and notice of such changes or extensions of the contract is hereby waived by the surety.

WITNESS our hands this _____ day of _____, 200_.

(SEAL) _____
(Contractor)
By _____

Approved: _____
(Title)

_____ _____
(SEAL) (Surety)
By _____

PARTY DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY AND AFFILIATED AGENCIES

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than $250 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than $250 from you during this period.

B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.

C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than $250 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.

D. If you or your agent have in the aggregate contributed more than $250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Party Disclosure Form should be completed and filed with your proposal, or with

the first written document, you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.

2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are “agents.”

3. To determine whether a campaign contribution of more than $250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.

4. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and 2 Cal. Adm. Code Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY
AND ITS AFFILIATED AGENCIES

To be completed only if campaign contributions have been made in the preceding 12 months.

Party's Name: _____

Party's Address: _____
Street

_____
City

_____
State Zip Phone

Application or Proceeding
Title and Number: _____

Board Member(s) or Alternate(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: _____
Name of Contributor (if other than Party): _____
Date(s): _____
Amount(s): _____

Name of Member: _____
Name of Contributor (if other than Party): _____
Date(s): _____
Amount(s): _____

Name of Member: _____
Name of Contributor (if other than Party): _____
Date(s): _____
Amount(s): _____

Date: _____ _____
Signature of Party and/or Agent

ORANGE COUNTY TRANSPORTATION AUTHORITY AND AFFILIATED AGENCIES

Board of Directors

Chris Norby, Chair

Peter Buffa, Vice Chairman

Jerry Amante, Director

Patricia Bates, Director

Art Brown, Director

Bill Campbell, Director

Carolyn V. Cavecche, Director

Richard Dixon, Director

Paul G. Glaab, Director

Cathy Green, Director

Allan Mansoor, Director

John Moorlach, Director

Janet Nguyen, Director

Curt Pringle, Director

Miguel Pulido, Director

Mark Rosen, Director

Gregory T. Winterbottom, Director

PARTICIPANT DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY AND AFFILIATED AGENCIES

The attached Participant Disclosure Form must be completed by participants in a proceeding involving a license, permit, or other entitlement for use. (Please see next page for definitions of these terms.)

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

A. If you are a participant in a proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than $250 to any board member or his or her alternate. This prohibition begins on the date you begin to actively support or oppose an application for license, permit, or other entitlement for use pending before the Orange County Transportation Authority or any of its affiliated agencies, and continues until three months after a final decision is rendered on the application or proceeding by the Board of Directors.

   No board member or alternate may solicit or accept a campaign contribution of more than $250 from you and/or your agency during this period if the board member or alternate knows or has reason to know that you are a participant.

B. The attached disclosure form must be filed if you or your agent has contributed more than $250 to any board member or alternate for the Orange County Transportation Authority or any of its affiliated agencies during the 12-month period preceding the beginning of your active support or opposition. (The disclosure form will assist the board members in complying with the law.)

C. If you or your agent have made a contribution of more than $250 to any board member or alternate during the 12 months preceding the decision in the proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a participant in the proceeding.

The Participant Disclosure Form should be completed and filed with the proposal submitted by a party, or should be completed and filed the first time that you lobby in person, testify in person before, or otherwise directly act to influence the vote of the board members of the Orange County Transportation Authority or any of its affiliated agencies.

1. An individual or entity is a "participant" in a proceeding involving an application for a license, permit or other entitlement for use if:

   a. The individual or entity is not an actual party to the proceeding, but does have a significant financial interest in the Orange County Transportation Authority's or one of its affiliated agencies' decision in the proceeding.

   AND

   b. The individual or entity, directly or through an agent, does any of the following:

      (1) Communicates directly, either in person or in writing, with a board member or alternate of the Orange County Transportation Authority or any of its affiliated agencies for the purpose of influencing the member's vote on the proposal;

      (2) Communicates with an employee of the Orange County Transportation Authority or any of its affiliated agencies for the purpose of influencing a member's vote on the proposal; or

      (3) Testifies or makes an oral statement before the Board of Directors of the Orange County Transportation Authority or any of its affiliated agencies.

2. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use; all contracts (other than competitively bid, labor, or personal employment contracts) and all franchises.

3. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit, or other entitlement for use. If an agent acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar business entity or corporation, both the business entity or corporation and the individual are agents.

4. To determine whether a campaign contribution of more than $250 has been made by a participant or his or her agent, contributions made by the participant within the preceding 12 months shall be aggregated with those made by the agent within the preceding 12 months or the period of the agency, whichever is shorter. Campaign contributions made to different members or alternates are not aggregated.

5. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 and 2 Cal. Adm. Code Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY
AND ITS AFFILIATED AGENCIES

To be completed only if campaign contributions have been made in the preceding 12 months.

Party's Name: _____

Party's Address: _____
Street

_____
City

_____
State Zip Phone

Application or Proceeding
Title and Number: _____

Board Member(s) or Alternate(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: _____
Name of Contributor (if other than Party): _____
Date(s): _____
Amount(s): _____

Name of Member: _____
Name of Contributor (if other than Party): _____
Date(s): _____
Amount(s): _____

Name of Member: _____
Name of Contributor (if other than Party): _____
Date(s): _____
Amount(s): _____

Date: _____ _____
Signature of Party and/or Agent

Board of Directors

Chris Norby, Chair

Peter Buffa, Vice Chairman

Jerry Amante, Director

Patricia Bates, Director

Art Brown, Director

Bill Campbell, Director

Carolyn V. Cavecche, Director

Richard Dixon, Director

Paul G. Glaab, Director

Cathy Green, Director

Allan Mansoor, Director

John Moorlach, Director

Janet Nguyen, Director

Curt Pringle, Director

Miguel Pulido, Director

Mark Rosen, Director

Gregory T. Winterbottom, Director

Status of Past and Present Contracts Form

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Bidder shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Bidder must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by an officer of the Bidder confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact name:	**Phone:**
Project award date:	**Original Contract Value:**
Term of Contract:	
1) Status of Contract	
2) Identify claims/litigation or settlements associated with the contract:	

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

_____ _____

Name _____ Date

Title _____

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 list alternative subcontractors for the same work. (Use additional sheets if necessary.)

Name Under Which Subcontractor is Licensed / License No.	City & State	Specific Description of Work to be Rendered	Type*	Dollar Amount
				$
				$
				$
				$
				$
				$
		TOTAL		$

*Type
1. Subcontractor
2. Vendor / Supplier
3. Trucker
4. Broker

Bidders Name _____