



December 6, 2021

Gentlemen/Ladies:

**SUBJECT: REQUEST FOR QUOTES (RFQ): 1-3867  
"Bus Stop Sign Materials and Hardware"**

AFFILIATED AGENCIES

Orange County  
Transit District

Local Transportation  
Authority

Service Authority for  
Freeway Emergencies

Consolidated Transportation  
Service Agency

Congestion Management  
Agency

The Orange County Transportation Authority (Authority) invites qualified firms to provide quotes for bus stop sign materials and hardware, in accordance with Exhibit A, "Scope of Work," and Exhibit B, "Price Summary Sheet." The budget for this effort is \$30,000 for the initial three-year term.

Please submit Exhibit C, "Quotation Form," to the attention of Carla Shaffer, Senior Contract Administrator, by email to [cshaffer@octa.net](mailto:cshaffer@octa.net) at or before **2:00 p.m., December 20, 2021.**

By submitting a quote, firms agree to all terms and conditions with this RFQ.

An award shall be made to the lowest responsive, responsible vendor.

All vendors interested in doing business with the Authority are required to register their business online at CAMM NET. The website can be found at: <https://cammnet.octa.net>

The successful vendor shall be required to comply with all applicable Equal Employment Opportunity Laws and Regulations.

All clarifications and questions shall be submitted in writing no later than **11:00 a.m., Thursday, December 9, 2021. Please email to [cshaffer@octa.net](mailto:cshaffer@octa.net).**

Responses from the Authority shall be emailed no later than Monday, December 13, 2021.

Sincerely,

Carla Shaffer  
Senior Contract Administrator  
Contracts Administration and Materials Management

Enclosures: Exhibit A – Scope of Work  
Exhibit B - Price Summary Sheet  
Exhibit C - Quotation Form  
Exhibit D - OCTA General Provisions

**EXHIBIT A**  
**SCOPE OF WORK**

**BUS STOP SIGN MATERIALS AND HARDWARE**

**1.0 GENERAL REQUIREMENTS:**

Orange County Transportation Authority (Authority) shall be utilizing the services of Contractor to manufacture and/or supply and deliver on an as-needed basis materials and hardware required in the Authority's day-to-day bus stop maintenance program.

**MANUFACTURE OF SIGN-POSTS, ANCHORS, SLEEVES, AND MOUNTING HARDWARE**

**2.0 MATERIALS AND CONSTRUCTION SPECIFICATIONS:**

- 2.1 All units or parts shall conform in material, design, or workmanship to the best practice known in the industry. All parts shall be new and in no case will used, reconditioned, or obsolete parts be accepted. Any one unit furnished shall be an exact duplicate in manufacture and design and construction to the other units of the same type in this contract.
- 2.2 Post shall be Federal Highway Administration (FHWA) and California Department of Transportation (CALTRANS) approved.
- 2.3 Steel posts shall conform to the standard specifications for cold rolled carbon sheet steel, structural quality American Society for Testing and Materials (ASTM) Designation A-446 Grade A, or equivalent.
- 2.4 The cross section of the post shall be a square tube formed of twelve (12)-gauge (.105- inch USS gauge) steel, carefully rolled to size and shall be welded directly in the corner by high frequency resistance welding and externally scarified to agree with corner radii.
- 2.5 Finished post shall be straight and shall have a smooth uniform finish. It should be possible to telescope all consecutive sizes of square tubes freely and for not less than ten (10) feet of their length without the necessity of matching any particular face to any other face. All holes and ends shall be free from burrs and ends shall be cut square.
- 2.6 Supports shall be sufficient size to support the sign panel. Signs on single supports shall resist the effect of eccentric wind force. A support member ten (10) feet long shall not rotate more than two (2) degrees when test loaded with fifty (50) foot pounds long (600-inch pounds) torque on one end while the other end is firmly held against rotation.

- 2.7 Permissible variation in straightness is one-sixteenth (1/16) of an inch per every three (3) feet in length.
- 2.8 Standard outside corner radius shall be five thirty-seconds (5/32) of an inch plus or minus one sixty-fourth (1/64) of an inch.
- 2.9 Welding flash on the inside corner of welded square tubes shall be controlled to permit a nine sixty-fourth (9/64) inch radius gauge to be placed in the corner.
- 2.10 Final finish on the square tubes shall be manufactured from hot dipped galvanized steel with 1.25 ounces coating conforming to ASTM Specifications A525, DS, G-90. Corner weld shall be zinc coated after scarifying operation.

### **BUS STOP POSTS: POSTS – STEEL SQUARE TUBE – 8'**

#### **3.0 SPECIFICATIONS FOR BUS STOP POSTS:**

- 3.1 The size of the eight (8) foot bus stop posts shall be 1 3/4" X 1 3/4" X 8'.
- 3.2 The length of each post shall be as specified and have a permissible length tolerance of plus or minus one quarter 1/4" inch.
- 3.3 The gauge shall be 12 USS; 2.06 weight per pound foot.
- 3.4 Tolerances on the outside sizes are:

#### **Nominal Outside Dimensions      Outside Tolerances at All Sides and Corner**

Post: 1 3/4" inches x 1 3/4" inch.                      Plus, or minus .008 inch

**NOTE:**      Measurements for outside dimensions shall be made at least two (2) inches from the end of the tube.

- 3.5 Permissible variation in wall thickness is plus .011 inch and minus .008 inch.
- 3.6 Convexity and Concavity – Measured in the center of the flat side of tolerance is plus or minus .101 inch applied to the specific size determined at the corner.

3.7 Squareness of Sides and Twist:

<u>Nominal Outside Dimensions</u>	<u>Squareness Tolerance</u>	<u>Twist Permissible in 3 Foot Length</u>
Post:1 3/4" inch x 1 3/4" inch	Plus or minus .010-inch	.062 inch

3.8 Hole Size – Holes shall be seven-sixteenths (7/16) of an inch in diameter with a permissible tolerance of plus or minus one sixty-fourth (1/64) of an inch. Holes shall be placed one (1) inch on center, on all four (4) sides for the entire length of the post. On square tubing, holes shall be on the center line of each side in true alignment and opposite to each other directly and diagonally.

**BUS STOP POSTS: POSTS – STEEL SQUARE TUBE – 10'**

4.0 SPECIFICATIONS FOR BUS STOP POSTS:

- 4.1 Size of the 10' bus stop posts shall be 1 3/4" X 1 3/4" X 10'.
- 4.2 Length of each post shall be as specified and have a permissible length tolerance of plus or minus 1/4" inch.
- 4.3 Gauge shall be 12 USS; 2.06 weight per pound foot.
- 4.4 Tolerances on the outside sizes are:

<u>Nominal Outside Dimensions</u>	<u>Outside Tolerances at All Sides and Corner</u>
Post: 1 3/4" inches x 1 3/4" inch	Plus or minus .008 inch

**NOTE:** Measurements for outside dimensions shall be made at least two (2) inches from the end of the tube.

- 4.5 Permissible variation in wall thickness is plus .011 inch and minus .008 inch.
- 4.6 Convexity and Concavity – Measured in the center of the flat side of tolerance is plus or minus .101 inch applied to the specific size determined at the corner.

4.7 Squareness of Sides and Twist:

<b><u>Twist Permissible Nominal Outside Dimensions</u></b>	<b><u>Squareness Tolerance</u></b>	<b><u>in 3 Foot Length</u></b>
Post: 1 3/4" inch x 1 3/4" inch	Plus or minus .010 inch	.062 inch

4.8 Hole Size – Holes shall be seven-sixteenths (7/16) of an inch in diameter with a permissible tolerance of plus or minus one sixty-fourth (1/64) of an inch. Holes shall be placed one (1) inch on center, on all four (4) sides for the entire length of the post. On square tubing, holes shall be on the center line of each side in true alignment and opposite to each other directly and diagonally.

**BUS STOP POSTS: POSTS – STEEL SQUARE TUBE – 12'**

5.0 **SPECIFICATIONS:**

- 5.1 Size of the 12' bus stop post shall be 1 3/4" x 1 3/4" x 12'.
- 5.2 Length of each post shall be as specified and have a permissible length tolerance of plus or minus one quarter 1/4" inch.
- 5.3 Gauge shall be 12 USS; 2.06 weight per pound foot.
- 5.4 Tolerances on the outside sizes are:

<b><u>Nominal Outside Dimensions</u></b>	<b><u>Outside Tolerances at All Sides and Corner</u></b>
Post: 1 3/4" inch x 1 3/4" inch	Plus or minus .008 inch

**NOTE:** Measurements for outside dimensions shall be made at least two (2) inches from the end of the tube.

- 5.5 Permissible variation in wall thickness is plus .011 inch and minus .008 inch.
- 5.6 Convexity and Concavity – Measured in the center of the flat side of tolerance is plus or minus .101 inch applied to the specific size determined at the corner.

5.7 Squareness of Sides and Twist:

<u>Nominal Outside Dimensions</u>	<u>Squareness Tolerance</u>	<u>Twist Permissible in 3 Foot Length</u>
Post: 1 3/4" inch x 1 3/4" inch	Plus or minus .010inch	.062 inch

- 5.8 Hole Size – Holes shall be seven-sixteenths (7/16) of an inch in diameter with a permissible tolerance of plus or minus one sixty-fourth (1/64) of an inch. Holes shall be placed one (1) inch on center, on all four (4) sides for the entire length of the post. On square tubing, holes shall be on the center line of each side in true alignment and opposite to each other directly and diagonally.

**POST ANCHORS – STEEL SQUARE TUBE**

6.0 SPECIFICATIONS:

- 6.1 Size shall be 2" x 2" x 30".
- 6.2 Length of each anchor shall be as specified and have a permissible length tolerance of plus or minus one quarter 1/4" inch.
- 6.3 Gauge shall be 12 USS; 2.63 weight per pound foot.
- 6.4 Tolerances on the outside sizes are:

<u>Nominal Outside Dimensions</u>	<u>Outside Tolerances at All Sides and Corner</u>
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Post Anchor: 2 inches x 2 inches	Plus or minus .008 inch
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- 6.5 Permissible variation in wall thickness is plus .011 inch and minus .008 inch.
- 6.6 Convexity and Concavity – Measured in the center of the flat side tolerance is plus or minus .101 inch applied to the specific size determined at the corner.
- 6.7 Squareness of Sides and Twist:

<u>Nominal Outside Dimensions</u>	<u>Squareness Tolerance</u>	<u>Twist Permissible in 3 Foot Length</u>
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Anchor: 2 inches x 2 inches	Plus or minus .012 inch	.062 inch
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- 6.8 Hole Size – Holes shall be seven-sixteenths (7/16) of an inch in diameter with a permissible tolerance of plus or minus one sixty-fourth (1/64) of an inch. Holes shall be placed one (1) inch on center, on all four (4) sides for

the entire length of the post anchor. On square tubing, holes shall be on the center line of each side in true alignment and opposite to each other directly and diagonally.

**POST SLEEVES – STEEL SQUARE TUBE**

7.0 **SPECIFICATIONS:**

- 7.1 Size shall be 2 1/4” x 2 1/4” x 18”.
- 7.2 Length of each post sleeve shall be as specified and have a permissible length tolerance of plus or minus one quarter 1/4” inch.
- 7.3 Gauge – 12 USS; 2.63 weight per pound foot.
- 7.4 Tolerances on the outside sizes are:

**Nominal Outside Dimensions      Outside Tolerances at All Sides and Corner**

- Post Sleeve: 2 1/4 inches x 2 1/4 inches      Plus or minus .008 inch
- 7.5 Permissible variation in wall thickness is plus .011 inch and minus .008 inch.
  - 7.6 Convexity and Concavity – Measured in the center of the flat side tolerance is plus or minus .101 inch applied to the specific size determined at the corner.
  - 7.7 Squareness of Sides and Twist:

**Nominal Outside Dimensions      Squareness Tolerance      Twist Permissible in 3 Foot Length**

- Post Sleeve: 2 1/4 inches x 2 1/4 inches      Plus or minus .012inch      .062 inch
- 7.8 Hole Size – Holes shall be seven-sixteenths (7/16) of an inch in diameter with a permissible tolerance of plus or minus one sixty-fourth (1/64) of an inch. Holes shall be placed one (1) inch on center, on all four (4) sides for the entire length of the post sleeve. On square tubing, holes shall be on the center line of each side in true alignment and opposite to each other directly and diagonally.

**NON-PERFORATED BASE PLATE – STEEL**

8.0 **SPECIFICATIONS:**

- 8.1 See Attachment A-1.
- 8.2 Size of the base plate shall be 10" x 10" x 1/2" high.
- 8.3 Base plate shall have a one quarter 1/4" inch 45-degree chamfered edge.
- 8.4 There shall be four three-fourths 3/4" inch holes one inch centered at each corner.
- 8.5 There shall be four 2" x 2" triangulated gusset pieces on each corner of the base post sleeve.
- 8.6 Size of the base post sleeve shall be 2" x 2" x 6" high.
- 8.7 There shall be seven-sixteenths 7/16" inch hole 1/2" from top (4 sides, centered).
- 8.8 There shall be a one half 1/2" inch – seven-sixteenth 7/16" inch deep hole (one sided, centered) located at the bottom of the base post sleeve.
- 8.9 Length of each base post sleeve shall be as specified and have a permissible length tolerance of plus or minus one quarter 1/4" inch.
- 8.10 Gauge – 12 USS; 2.63 weight per pound foot.
- 8.11 Tolerances on the outside sizes are:

**Nominal Outside Dimensions**      **Outside Tolerances at All Sides and Corner**

Base Post Sleeve: 2 inches x 2 inches      Plus or minus .008 inch

- 8.12 Permissible variation in wall thickness is plus .011 inch and minus .008 inch.
- 8.13 Convexity and Concavity – Measured in the center of the flat side tolerance is plus or minus .101 inch applied to the specific size determined at the corner.



8.14 Squareness of Sides and Twist:

<u>Nominal Outside Dimensions</u>	<u>Squareness Tolerance</u>	<u>Twist Permissible in 3 Foot Length</u>
Base Post Sleeve: 2 inches x 2 inches	Plus or minus .012 inch	.062 inch

**MANUFACTURE OF MOUNTING HARDWARE**

9.0 MATERIALS AND CONSTRUCTION SPECIFICATIONS:

- 9.1 All units or parts shall conform in material, design, or workmanship to the best practice known in the industry. All parts shall be new and in no case be used, reconditioned, or obsolete parts be accepted. Any one unit furnished shall be an exact duplicate in manufacture and design and construction to the other units.

**SQUARE SIGN-POST CAPS**

10.0 SPECIFICATIONS:

- 10.1 See Attachment A-2.
- 10.2 Each sign-post cap shall be fabricated to mount on a 1-3/4" inches square signpost.
- 10.3 Each sign-post cap shall be type; 5-1/2" inches slot; crosspiece ninety (90) degrees, flat blade (for a non-extruded sign type).
- 10.4 Six (6) vandal resistant set screws (see Section 18.1) shall be secured in each of the six (6) holes on the sign-post cap.

**SQUARE SIGN-POST WING BRACKETS**

11.0 SPECIFICATIONS:

- 11.1 See Attachment A-3.
- 11.2 Material shall be extruded aluminum 6061-T6.
- 11.3 Type – Design for flat blade; standard drilling.

## **BOLT – TAMPER PROOF TYPE**

### **12.0 SPECIFICATIONS:**

- 12.1 See Attachment A-4. Five sixteenth 5/16" inches diameter x three-fourth 3/4" inch long tamper proof button-head bolt with 5/32" hex bit or #40 torx tool bit size (for mounting sign to cap).
- 12.2 See Attachment A-4. 5/16" diameter x 2 1/2" long truss unslotted bolt (for mounting cassette to post and for side-by-side mounting).
- 12.3 See Attachment A-4. 1/4" diameter x 5/8" long tri-groove tamper-proof bolts (for mounting sign to wing bracket).
- 12.4 See Attachment A-4. 1/2" diameter x 3-3/4" long wedge anchor bolt (for mounting base plate to concrete).

## **NUTS - TAMPER PROOF TYPE**

### **13.0 SPECIFICATIONS:**

- 13.1 See Attachment A-5. 1/4" #20 tri-groove tamper-proof nuts (for mounting sign to wing bracket).
- 13.2 See Attachment A-5. 5/16" #18 hex head nuts (for cassette mounting).
- 13.3 See Attachment A-5. 5/16" breakaway vandal guard type nut (for mounting cassettes side-by side).

## **RIVETS – DRIVE TYPE**

### **14.0 SPECIFICATIONS:**

- 14.1 See Attachment A-5. 3/8" diameter x 7/16" long aluminum drive pin type (for mounting post to post sleeve).

## **STRAPPING – STAINLESS STEEL**

### **15.0 SPECIFICATIONS:**

- 15.1 See Attachment A-6. 3/4" x .020" x 200' long and shall come on a stainless- steel roll (for mounting cassette to light standards).

**STRAPPING BUCKLES**

**16.0 SPECIFICATIONS:**

- 16.1 See Attachment A-6. The strapping buckles shall be Ear-Lokt Buckles – Type 201 – heavy duty stainless steel (for mounting cassette to light standards).
- 16.2 3/4" wide.

**FLARED MOUNTING BRACKETS (with washers and mounting bolts)**

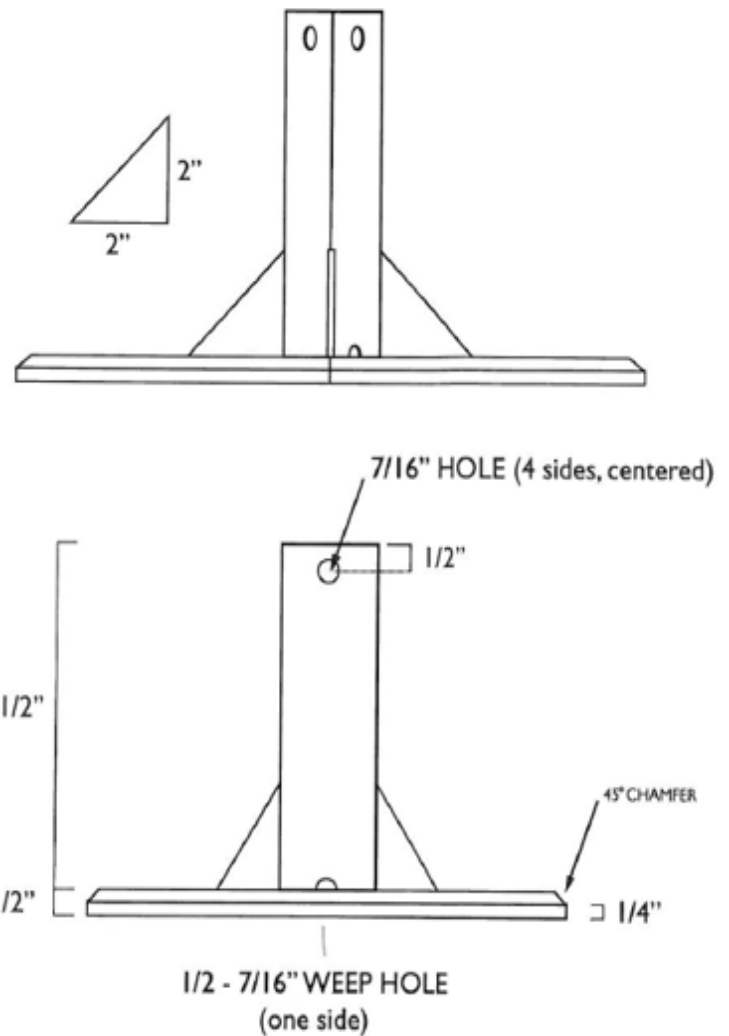
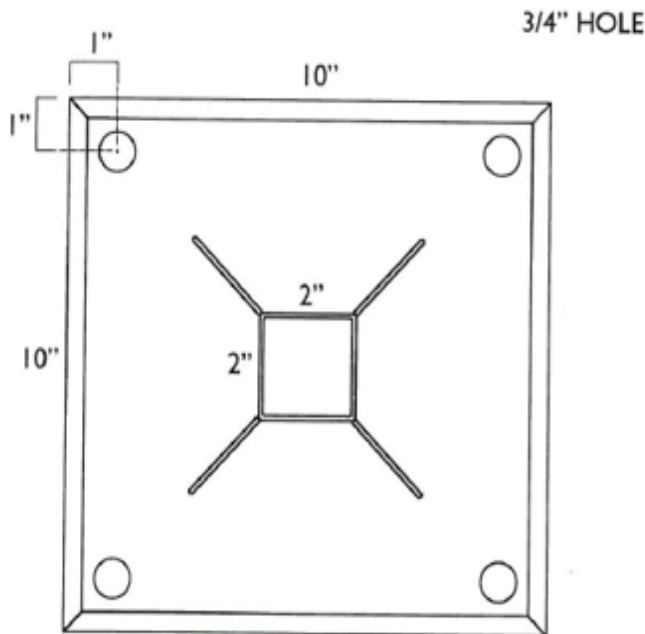
**17.0 SPECIFICATIONS:**

- 17.1 See Attachment A-6. Brackets shall be constructed out of stainless steel, or other approved material (for mounting cassette to light standards).
- 17.2 Brackets shall be slotted on each side to accommodate three fourth 3/4" inch steel strapping.
- 17.3 One quarter 1/4" inch hole shall be drilled and centered on face of bracket.
- 17.4 One (1) 5/8" inch diameter x 3/4" inch long bolt (Type D021) and one (1) 5/16" inch washer (metal or nylon material) shall be secured in each flared mounting bracket.

**REPLACEMENT SCREWS:**

**18.0 SPECIFICATIONS:**

- 18.1 See Attachment A-7. 5/16" inch diameter – #18 x 1/2" inch long, 5/32" inch tool bit size vandal resistant set screws (for mounting sign cap to post).
- 18.2 See Attachment A-7. One quarter 1/4" inch diameter x 1/2" inch long tamper proof button head screws (cassette cap).



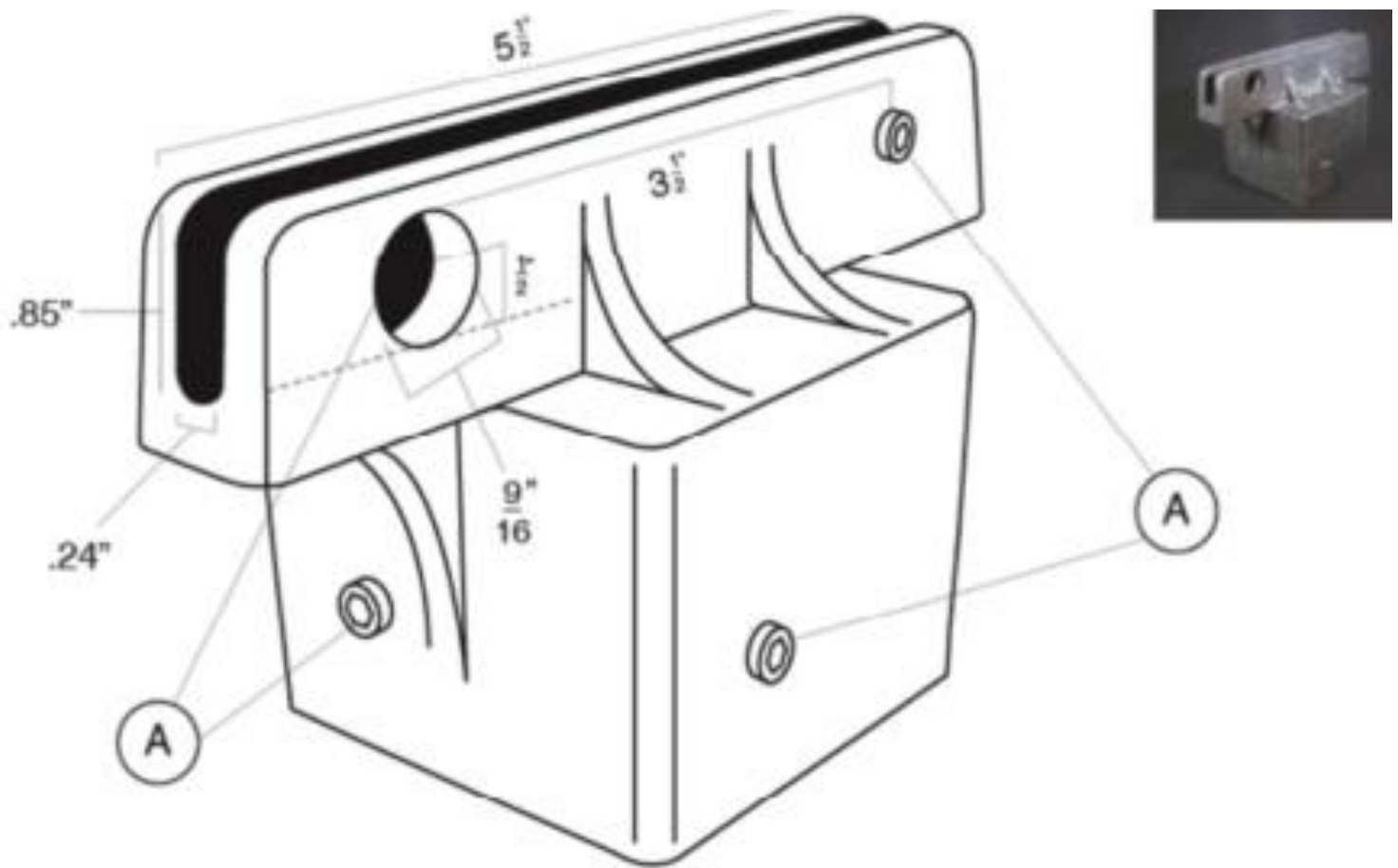
## NON-PERFORATED BASE PLATE

### Specifications:

- 1) The size of the base plate shall be 10" x 10" x 1/2" high.
- 2) The base plate shall have a 1/4" 45-degree chamfered edge.
- 3) There shall be four 3/4" holes one inch centered at each corner.
- 4) There shall be four 2" x 2" triangulated gusset pieces on each corner of the base post sleeve.
- 5) The size of the base post sleeve shall be 2" x 2" x 6" high.
- 6) There shall be 7/16" hole 1/2" from top (4 sides, centered).
- 7) There shall be a 1/2 - 7/16" weep hole (one sided, centered) located at the bottom of the base post sleeve.



## SQUARE SIGN POST CAP

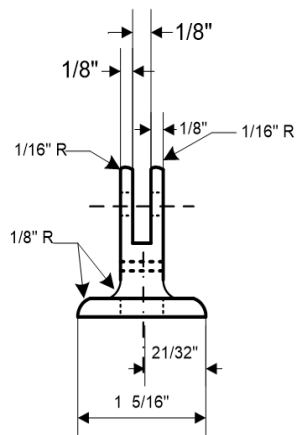
Specifications:

(A) 5/16" diameter – #18 x 1/2" long Set Screw (SIX INCLUDED).

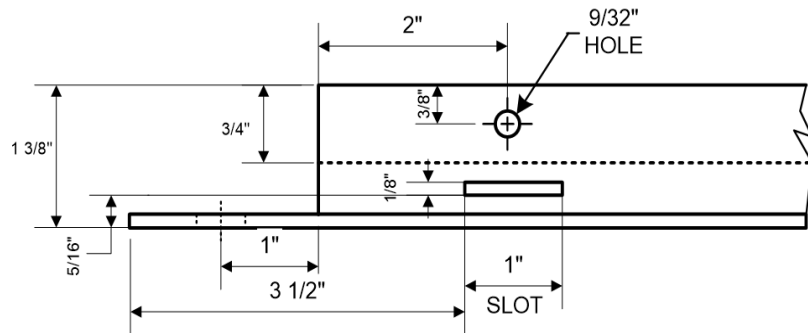
- 1) 1 3/4" Square Post Cap.
- 2) 5.5" Blade Holder Length.
- 3) Flat Blade Type.



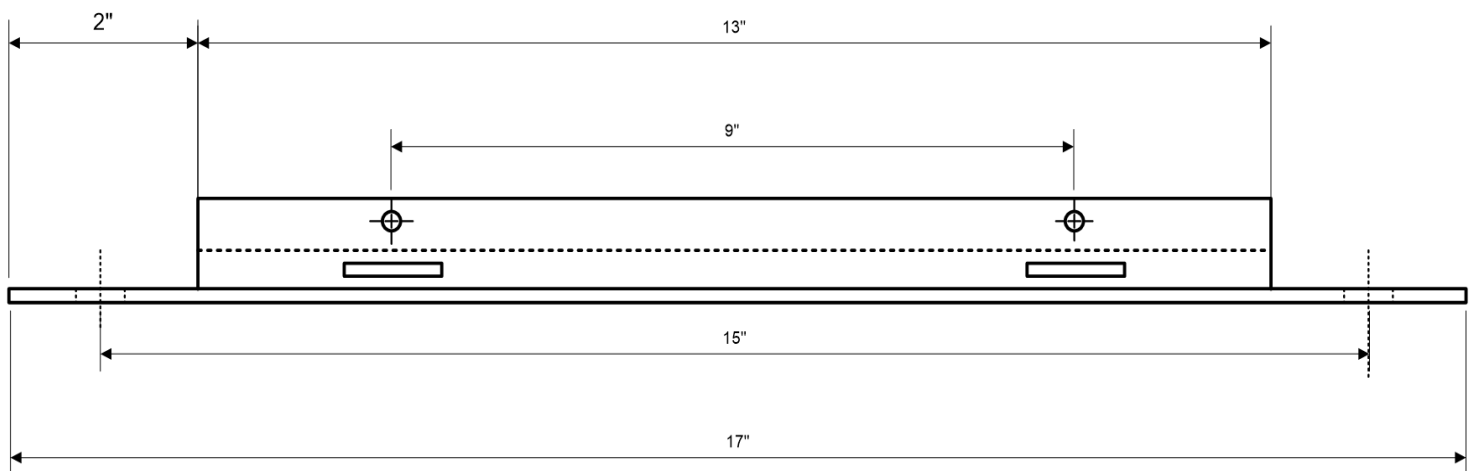
## SIDE MOUNTING WING BRACKET



END VIEW



END DETAIL



SIDE VIEW

Specifications:

- 1) The material shall be extruded aluminum 6061-T6.
- 2) Type – Design for flat blade; standard drilling.



**BOLTS****TAMPER PROOF BUTTON-HEAD BOLT****Specifications:**

- 1) See SOW Item #12.1.
- 2) 5/16"-#18 x 3/4".
- 3) 5/32" pin hex recess or #40 torx tool bit size is acceptable.

**TRI-GROOVE TAMPER PROOF BOLT****Specifications:**

- 1) See SOW Item #12.3.
- 2) 1/4" x 5/8".

**TRUSS UNSLOTTED BOLT****Specifications:**

- 1) See SOW Item #12.2.
- 2) 5/16"-#18 x 2 1/2".

**WEDGE ANCHOR BOLT****Specifications:**

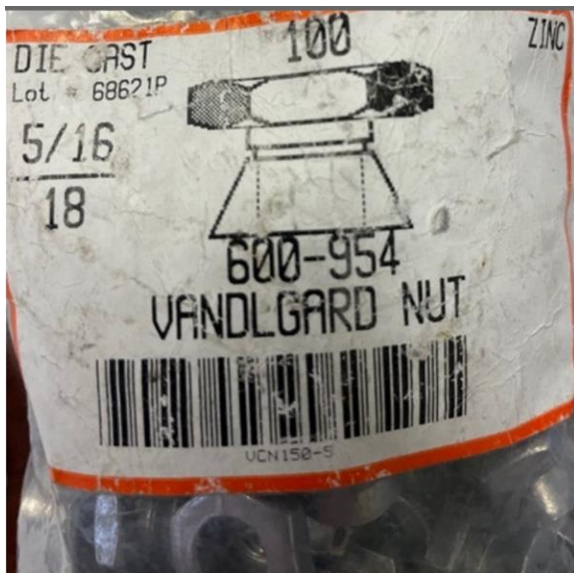
- 1) See SOW Item #12.4.
- 2) 1/2" x 3 3/4".

**NUTS & DRIVE RIVET****TRI-GROOVE TAMPER PROOF NUT****Specifications:**

- 1) See SOW Item #13.1.
- 2) 1/4" #20 tri-groove tamper-proof nut.

**HEX NUT****Specifications:**

- 1) See SOW Item #13.2.
- 2) 5/16" #18 hex head nuts.

**BREAKAWAY NUT****Specifications:**

- 1) See SOW Item #13.3.
- 2) 5/16" breakaway vandlgard type nut.

**DRIVE RIVET****Specifications:**

- 1) See SOW Item #14.1.
- 2) 3/8" x 7/16" aluminum drive pin type.



**BANDING STRAPS, BUCKLES & FLARED MOUNTING BRACKET****BANDING STRAPS****Specifications:**

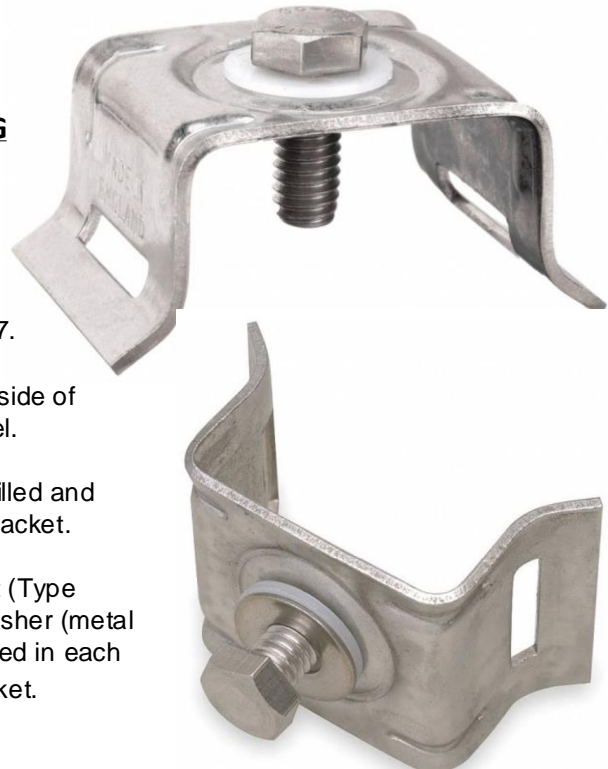
- 1) See SOW Item #15.
- 2) 3/4" x .020" x 200' long and shall come on a stainless steel roll.

**BANDING BUCKLES****Specifications:**

- 1) See SOW Item #16.
- 2) 3/4" Type 201 Ear-Lok Buckles, heavy duty stainless steel.

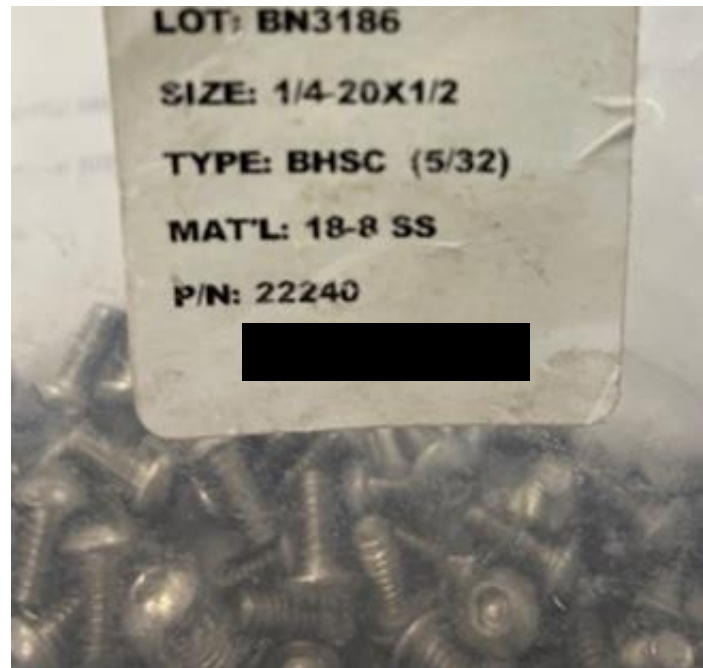
**FLARED MOUNTING BRACKET****Specifications:**

- 1) See SOW Item #17.
- 2) 3/4" slots on each side of bracket, stainless steel.
- 3) 1/4" hole will be drilled and centered on face of bracket.
- 4) One 5/8" x 3/4" bolt (Type D021) & one 5/16" washer (metal or nylon) will be secured in each Flared Mounting Bracket.



**REPLACEMENT SCREWS****SET SCREW****Specifications:**

- 1) See SOW Item #18.1.
- 2) 5/16" – #18 x 1/2" long, vandal resistant set screws.
- 3) Tool bit size must be 5/32".

**CASSETTE SCREWS****Specifications:**

- 1) See SOW Item #18.2.
- 2) 1/4" x 1/2" tamper proof button head screw.
- 3) Tool bit size must be 5/32".

# PRICE SUMMARY SHEET

RFQ 1-3867  
EXHIBIT B

SOW Item #	Description	Initial Term			First Option Term	Second Option Term
		1/1/22 to 12/31/2022 Unit Price	1/1/23 to 12/31/2023 Unit Price	1/1/2024 to 12/31/2024 Unit Price	1/1/2025 to 12/31/2025 Unit Price	1/1/2026 to 12/31/2026 Unit Price
3	Bus Stop Post - 8'	\$	\$	\$	\$	\$
4	Bus Stop Post - 10'	\$	\$	\$	\$	\$
5	Bus Stop Post - 12'	\$	\$	\$	\$	\$
6	Post Anchor - Steel Square Tube	\$	\$	\$	\$	\$
7	Post Sleeves - Steel Square Tube	\$	\$	\$	\$	\$
8	Base Plate - Steel Non-Perforated	\$	\$	\$	\$	\$
10	Square Sign Post Caps	\$	\$	\$	\$	\$
11	Sign Post Wing Brackets	\$	\$	\$	\$	\$
12.1	5/16" x 3/4" Tamper Proof Button Head Bolt	\$	\$	\$	\$	\$
12.2	5/16" x 2 1/2" Truss Unslotted Bolt	\$	\$	\$	\$	\$
12.3	1/4" x 5/8" Tri-Groove Tamper Proof Bolt	\$	\$	\$	\$	\$
12.4	1/2" x 3-3/4" Wedge Anchor Bolt	\$	\$	\$	\$	\$
13.1	1/4" #20 Tri-Groove Tamper Proof Nut	\$	\$	\$	\$	\$
13.2	5/16" #18 Hex Head Nut	\$	\$	\$	\$	\$
13.3	5/16" #18 Breakaway Vandlgard Type Nut	\$	\$	\$	\$	\$
14	3/8" x 7/16" Drive Pin Type Rivet	\$	\$	\$	\$	\$
15	3/4" x .020" x 200' Stainless Steel Strapping	\$	\$	\$	\$	\$
16	3/4" Type 201 Strapping Buckles	\$	\$	\$	\$	\$
17	Flared Mounting Brackets	\$	\$	\$	\$	\$
18.1	5/16" x 1/2" Set Screws Vandal Resistant	\$	\$	\$	\$	\$
18.2	1/4" x 1/2" Tamper Proof Button Head Screws	\$	\$	\$	\$	\$

**QUOTATION FORM**  
**REQUEST FOR QUOTES (RFQ) 1-3867**

DESCRIPTION:

**BUS STOP SIGN MATERIALS AND  
HARDWARE**

FIRM'S NAME AND ADDRESS

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NAME OF AUTHORIZED REPRESENTATIVE

---

TELEPHONE NUMBER

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FAX NUMBER

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**BLANKET PURCHASE ORDER**

Bidder agrees to the terms and conditions as stated in Exhibit D, entitled "Orange County Transportation Authority General Provisions", which by this reference are incorporated herein.

**Evaluation for Award**

The Authority shall award to the lowest responsive, responsible Bidder who has the lowest overall total unit cost average for the five (5)-year contract term.

**Instructions for Pricing**

To be considered for award, the Authority requests that pricing for all items be submitted for the Blanket Purchase Order. Standard pricing shall include all-inclusive warranties, and shipping. Any costs not stated will not be paid by Authority.

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1. I acknowledge receipt of RFQ 1-3867 and Addenda No(s). \_\_\_\_\_
2. This offer shall remain firm for \_\_\_\_\_ days from the date of quote.  
(Minimum 120)

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

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

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

SIGNATOR'S NAME AND TITLE \_\_\_\_\_

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

**GENERAL PROVISIONS**

1. **INSPECTION AND ACCEPTANCE** - All items are subject to final inspection and acceptance by AUTHORITY at destination notwithstanding any payment, passage of title, or prior inspection or test at SELLER's facilities. Final inspection will be made within a reasonable time after receipt of items hereunder. SELLER shall notify AUTHORITY of any known nonconforming product that is expected to be delivered or has been delivered. AUTHORITY shall have authority to approve or refuse identified nonconforming product. Defective goods may be returned at SELLER's expense.
2. **CHANGES** - By written notice or order, AUTHORITY may, from time to time, order work suspension and/or make changes in quantities, drawings, designs, specifications, place of delivery or delivery schedules, methods of shipment and packaging, and property and services furnished by SELLER. If any such change causes an increase or decrease in the price of this agreement or in the time required for its performance, SELLER or AUTHORITY shall promptly notify the other party thereof and assert its claim for adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be made. However, nothing herein shall excuse SELLER from proceeding immediately with the agreement as changed.
3. **DEFAULT AND EXCESS REPROCUREMENT LIABILITY** - AUTHORITY may terminate this agreement if a federal or state proceeding for the relief of debtors is undertaken by or against SELLER, or if SELLER makes an assignment for the benefit of creditors, or if SELLER fails after reasonable notice by AUTHORITY to cure a deficiency in performance or lack of progress thereto. AUTHORITY shall have such additional remedies as may be available whether or not it so terminates this agreement, including, but not limited to, payment by SELLER to AUTHORITY of expenses incurred by AUTHORITY in reprocurring elsewhere the same or similar items or services defaulted by SELLER hereunder, provided SELLER's reprocurement expenses obligation shall be limited to the excess costs above the price specified herein for such items or services.
4. **INDEMNIFICATION** - SELLER shall indemnify, defend, and hold harmless AUTHORITY from and against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement) for any loss, damage, claim, or harm for bodily injuries, including death or damage to property caused by SELLER or its employees, subcontractors, or suppliers in connection with the performance of this agreement.
5. **ASSIGNMENTS AND SUBCONTRACTS** - Neither this agreement nor any interest herein nor claim hereunder may be assigned by SELLER, either voluntarily or by operation of law, nor may all or substantially all of the agreement be subcontracted by SELLER without AUTHORITY's prior written consent. AUTHORITY's withholding of consent shall not be deemed to relieve SELLER of its obligations to comply fully with the requirements hereof.
6. **FEDERAL, STATE, AND LOCAL LAWS** - SELLER warrants that, in the performance of this agreement, it shall comply with all applicable Federal, State and local laws and ordinances and all lawful orders, rules and regulations thereunder.
7. **INFRINGEMENT INDEMNITY** - In lieu of any other warranty by AUTHORITY or SELLER against infringement, statutory or otherwise, it is agreed that SELLER shall defend, at its expense, any claim or suit against AUTHORITY based on a claim that any item furnished under this agreement or the normal use or sale thereof infringes any United States Letters patent or copyright, and SELLER shall pay all costs and damages finally awarded in any such suit or claim, provided that SELLER is notified in writing of the suit or claim and given authority, information, assistance at SELLER's expense for the defense of same. If the use or sale of said item is enjoined as a result of such suit, SELLER, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell said item, or shall substitute an equivalent item acceptable to AUTHORITY, and extend this patent indemnity hereto.
8. **TITLE AND RISK OF LOSS** - Unless otherwise provided in this agreement, SELLER shall have title to and bear the risk of any loss of or damage to the items purchased hereunder until they are delivered in conformity with this agreement at the F.O.B. point specified herein, and upon such delivery, title shall pass from SELLER, and SELLER's responsibility for loss or damage shall cease, except for loss or damage resulting from SELLER's negligence. Passing of title upon such delivery shall not constitute acceptance of the item by AUTHORITY.
9. **NOTICE OF LABOR DISPUTE** - Whenever SELLER has knowledge that any actual or potential labor dispute may delay this agreement, SELLER shall immediately notify and submit all relevant information to AUTHORITY. SELLER shall insert the substance of this entire clause in any subcontract hereunder as to which a labor dispute may delay this agreement. However, any subcontractor need give notice and information only to its next higher-tier subcontractor.
10. **EQUAL EMPLOYMENT OPPORTUNITY** - In connection with the execution of this agreement, the SELLER shall not discriminate against any employee or applicant because of race, religion, color, sex or national origin. The SELLER shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or national origin. Such actions shall include pay, or other forms of compensation and selection for training, including apprenticeship.
11. **TERMINATION FOR CONVENIENCE** - AUTHORITY may terminate this agreement for its convenience at any time, in whole or in part, by giving written notice to SELLER of such termination, effective on the date of such notice. Upon receipt of said notice, SELLER shall immediately take action not to incur any further obligations, costs, or expenses, except as may be reasonably necessary to terminate its activities. AUTHORITY shall pay SELLER its allowable costs incurred to date of termination and those costs determined by AUTHORITY to be reasonably necessary to effect such termination. All finished or unfinished documents and other materials procured or produced by SELLER hereunder shall, at the option of AUTHORITY, become AUTHORITY property upon the date of such termination.

**GENERAL PROVISIONS**

12. **AUDIT AND INSPECTION OF RECORDS** - SELLER shall provide AUTHORITY such access to SELLER's books, records, and facilities as may be deemed necessary to examine, audit, and inspect all work data, documents, and activities related to the goods or services described herein. SELLER shall maintain such books, records, data and documents on a generally accepted accounting basis and shall clearly identify and make such items readily accessible to such parties during SELLER's performance hereunder and for a period of four (4) years from the date of final payment by AUTHORITY hereunder.
13. **TIME IS OF THE ESSENCE** - Time is of the essence in the performance of this agreement. SELLER's delivery of the items and related data and/or documentation and/or performance of required services in accordance with the schedule are a material requirement of this agreement.
14. **WARRANTY** - SELLER warrants to AUTHORITY, its successors and customers that all items furnished to AUTHORITY will be free from defects in material and workmanship, will conform to applicable drawings, designs, specifications and samples, will meet all functional and performance requirements and, to the extent this order calls for services to be performed, that such services will be free from defects in workmanship, will meet all of the requirements of this agreement and will be performed to the highest standards of workmanship in the industry. These warranties are in addition to all other warranties, express, implied or statutory. In addition, the warranties set forth in this section shall survive any inspection, delivery, acceptance or payment by AUTHORITY.
15. **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.
16. **GOVERNING LAW** - The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this agreement.
17. **SEVERABILITY** - If any term, provision, covenant or condition of this agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this agreement shall not be affected thereby, and each term, provision, covenant or condition of this agreement shall be valid and enforceable to the fullest extent permitted by law.
18. **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, return receipt requested, postage prepaid to the addresses set forth in the agreement.
19. **COMPLETE AGREEMENT** - This agreement, the purchase order, and any attachments thereto or referenced therein, constitute the complete and exclusive statement of the term(s) and condition(s) of this agreement between SELLER and AUTHORITY and supersede all prior representations, understandings, and communications.