



AFFILIATED AGENCIES

*Orange County
Transit District*

*Local Transportation
Authority*

*Service Authority for
Freeway Emergencies*

*Consolidated Transportation
Service Authority*

*Congestion Management
Agency*

*Service Authority for
Abandoned Vehicles*

March 5, 2024

Gentlemen/Ladies:

**SUBJECT: REQUEST FOR QUOTATIONS (RFQ): 4-2100
10 ABB Depot Charge Boxes/Dispensers**

The Orange County Transportation Authority (Authority) invites quotes from qualified firms to provide ten (10) ABB depot charge boxes/dispensers. The budget for this project is \$99,500 for a three (3)-month term.

Please note that submitting a Quote, Firm certifies that it is not subject to any Ukraine/Russia related economic sanctions imposed by the State of California or the United States Government including, but not limited to, Presidential Executive Order No's 13660, 13661, 13662, 13685, and 14065. Any individual or entity that is the subject of any Ukraine/Russia-related economic sanction is not eligible to submit a Quote. In submitting a Quote, all Firms agree to comply with economic sanctions imposed by the State or U.S. Government.

Quote must be submitted on Exhibit C, entitled "Price Summary Sheet" **at or before 11:00 a.m., March 18, 2024** via Email to sding@octa.net and specify the following on the Email subject line:

"RFQ 4-2100, 10 ABB Depot Charge Boxes/Dispensers"

Authority will not accept requests for approved equals. Quotes received after the date and time specified will not be accepted.

Questions, comments, and clarifications shall be submitted in writing to sding@octa.net no later than 11:00 a.m., March 8, 2024. On the Email subject line, please specify: **"RFQ 4-2100 - Written Questions"**. Responses will be posted on CAMM NET no later than March 11, 2024.

To be considered responsive, firms must submit all required forms via email.

An award will be made to the lowest, responsive, responsible Firm and shall be on a lump sum basis. By submitting a quote, Firm agrees to the terms and conditions as stated in Exhibit E, entitled "Orange County Transportation Authority General Provisions", which by this reference incorporated herein. Firms who do not provide pricing on all line items in the Price Summary Sheet shall be deemed "Non-Responsive", and will not be considered for award.

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

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

Any contract or purchase order awarded as a result of this RFQ will be to the lowest responsive, responsible firm. If you have any questions, I can be reached at sdling@octa.net.

() Firms MUST submit the following enclosed forms with their quote.**

Enclosures:

Exhibit A - Scope of Work

Exhibit B - Quotation Form (**)

Exhibit C – Price Summary Sheet (**)

Exhibit D - Information Required of Firm (**)

Exhibit E - Orange County Transportation Authority General Provisions

SCOPE OF WORK

General

The Orange County Transportation Authority (OCTA) currently maintains a fleet of ten (10) Battery Electric Buses (BEB), and ten (10) BEB charging stations. OCTA requires ten (10) ABB Depot Charge Boxes/Dispensers to complete the BEB charging facilities.

OCTA requires the following ABB® component model:

ABB® Depot Charge Boxes/Dispensers, Part Number	Qty.
6AGC076522: ABB Terra HVC-150 Depot Charge Box/ Charge Dispenser with a CCS-1 Connector, 23' charging cable, Max DC output: 150kW max, 850VDC max , 200A.	10

Vendor Requirements

1. Furnish only ABB components that fit OCTA BEB Chargers
2. Two (2)-year standard parts only warranty

General Requirements

All material shall be new, unused and of heavy-duty grade quality, void of chips, cracks, or any type of damage.

Delivery

Each Depot Charge Box/Dispenser shall be delivered with protection from damage and scratching, which may occur from handling during the shipping process. Vendor shall be responsible for the transportation and delivery of the new components at no additional cost to OCTA. All Depot Charge Box/Dispensers shall be delivered to the OCTA's Garden Grove Base between the hrs. of 7:00 a.m. and 3:30 p.m. Monday through Friday.

The firm shall be responsible for delivery of these low-profile saddles and adapters to the following address:

OCTA-Garden Grove Base
Shipping and Receiving
11800 Woodbury Rd, Garden Grove,
California 92843

Regulatory Requirements

Vendor shall be responsible for meeting and complying with all applicable federal, state, local regulations, and accepted industry practices typical for this type of procurement.

Material/Workmanship

Vendor shall provide all new material, not refurbished materials.

Submittal

Vendor shall provide a firm-fixed price for ten (10), Depot Charge Box/ Charge Dispenser as specified in this scope of work.

Key Milestones:

- Contract Award.
- OCTA - Issues the Purchase Order for purchase of Depot Charge Box/ Charge Dispenser.
- Delivery of the ten (10) Depot Charge Box/ Charge Dispensers to address identified in the "Delivery" section of this scope of work.
- Purchase Order completion. All deliverables are completed, all requirements are satisfactorily met.

QUOTATION FORM

REQUEST FOR QUOTES NUMBER: RFQ 4-2100

DESCRIPTION: 10 ABB Depot Charge Boxes/Dispensers

FIRM's NAME AND ADDRESS _____

NAME OF AUTHORIZED REPRESENTATIVE _____

TELEPHONE NUMBER _____

FAX NUMBER _____

PURCHASE ORDER

Effective a three (3)-month term from April 1, 2024 through June 30, 2024 for ten (10) ABB Depot Charge Boxes/Dispensers as specified in Exhibit A entitled "Scope of Work". Firms must complete Exhibit B, entitled "Quotation Form", and Exhibit C, "Price Summary Sheet". Prices quoted are firm for the term of the Purchase Order.

In signing this form, Firm acknowledges receipt of Exhibit A entitled "Scope of Work", Exhibit B entitled "Quotation Form", Exhibit C entitled "Price Summary Sheet", and Exhibit D "Information Required From Contractor", which are by this reference incorporated herein.

Firm must complete Exhibit B, Quotation Form, Exhibit C, Price Summary Sheet, and Exhibit D Information Required from Contractor or shall be deemed non-responsive.

This offer shall remain firm for _____ days from the date of quote.
(Minimum 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND QUOTE _____

SIGNATOR'S NAME AND TITLE _____

DATE SIGNED _____

IF NOT QUOTING, PLEASE LIST REASON(S): _____

PRICE SUMMARY SHEET

Enter below the unit price for equipment described in the Exhibit A, Scope of Work to include all direct and indirect expenses, profit, and overhead. All prices quoted below shall be firm throughout the contract term.

Contract Term: April 1, 2024 through June 30, 2024		UNIT PRICE	QTY	EXTENDED PRICE
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ABB Depot Charge Boxes/Dispensers, Part Number:

6AGC076522: ABB Terra HVC-150 Depot Charge Box/ Charge Dispenser with a CCS-1 Connector, 23' charging cable, Max DC output: 150kW max, 850VDC max , 200A.	\$ _____	10	\$ _____
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Shipping Charge:	\$ _____
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Sales Tax (8.75%)	\$ _____
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TOTAL LUMP SUM PRICE:	\$ _____
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INFORMATION REQUIRED OF FIRM

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

1. Name of Firm or Corporation: _____

2. Business Address: _____

3. Telephone: () _____

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:

Contract Type	Type of Service/Product	Date Completed	Name and Address of Owner	Contact Name and Phone Number and Email Address

ORANGE COUNTY TRANSPORTATION AUTHORITY - GENERAL PROVISIONS

1. **INSPECTION AND ACCEPTANCE** - All items are subject to final inspection and acceptance by AUTHORITY at destination notwithstanding any payment or prior inspection at SELLER'S facilities. Final inspection will be made within a reasonable time after receipt of items hereunder.
2. **CHANGES** - By written notice or order. AUTHORITY may, from time to time, order work suspension or make changes in quantities, drawings, designs, specifications, place of delivery or delivery schedules, methods of shipment and packaging, and property and services furnished by A. If any such change causes an increase or decrease in the price of this agreement or in the time required for its performance. SELLER OR AUTHORITY shall promptly notify the other party thereof and assert its claim for adjustment within (30) days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this clause shall excuse SELLER from proceeding immediately with the agreement as changed.
3. **DEFAULT AND EXCESS REPROCUREMENT LIABILITY** - AUTHORITY may terminate this agreement if a federal or state proceeding for the relief of debtors is undertaken by or against Seller, or if SELLER makes an assignment for the benefit of creditors, or if SELLER fails after reasonable notice by AUTHORITY to cure a deficiency in performance or lack of progress thereto, and AUTHORITY shall have, such additional remedies as may be available whether or not it so terminates this agreement, including but not limited to the payment by SELLER to AUTHORITY of expenses incurred by AUTHORITY in reprocurring elsewhere the same or similar items or services defaulted by SELLER hereunder provided such Seller's reprocurement expenses obligation shall be limited to the excess over the price specified herein for such items or services.
4. **INDEMNIFICATION** - SELLER shall indemnify, defend, and save harmless AUTHORITY from and against any loss, damage, claim, or harm for bodily injuries, including death or damage to property caused by SELLER or its employees, subcontractors, or supplies in connection with the performance of this agreement.
5. **ASSIGNMENTS AND SUBCONTRACTORS** - Neither this agreement nor any interest herein nor claim hereunder may be assigned by SELLER either voluntarily or by operation of law, nor may all or substantially all of this agreement be further subcontracted by SELLER without the prior written consent of AUTHORITY. No consent shall not be deemed to relieve SELLER of its obligations to comply fully with the requirements hereof.
6. **FEDERAL, STATE, AND LOCAL LAWS** - SELLER warrants that in the performance of this agreement is shall comply with all applicable Federal, State and local laws and ordinances and all lawful orders, rules and regulations thereunder.
7. **INFRINGEMENT INDEMNITY** - In lieu of any other warranty by AUTHORITY or SELLER against infringement statutory, or otherwise, it is agreed that SELLER shall defend at its expense and suit against AUTHORITY based on a claim that any item furnished under this agreement or the normal use or sale thereof infringes any United States Letters Patent or copyright and shall pay cost and damages finally awarded in any such suit, provided that SELLER is notified in writing of the suit and given authority, information, assistance at SELLER'S expense for the defense of same. If the use or sale of said item is enjoined as a result of such suit, SELLER, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent indemnity hereto.
8. **TITLE AND RISK OF LOSS** - Unless otherwise provided in this agreement, SELLER shall have title to and bear the risk of any loss of or damage to the items purchased hereunder until they are delivered in conformity with this agreement at the F.O.B. point specified herein, and upon such delivery title shall pass from SELLER and SELLER'S responsibility for loss or damage shall cease, except for loss or damage resulting from SELLER'S negligence. Passing of title upon such delivery shall not constitute acceptance of the item by AUTHORITY.
9. **NOTICE OF LABOR DISPUTE** - Whenever SELLER has knowledge that any actual or potential labor dispute may delay this agreement, SELLER shall immediately notify and submit all relevant information to AUTHORITY. SELLER shall insert the substance of this entire clause in any subcontract hereunder as to which a labor dispute may delay this agreement. However, any subcontractor 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 insure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or national origin. Such actions shall include pay, or other forms of compensation and selection for training, including apprenticeship.
11. **DISADVANTAGE BUSINESS ENTERPRISE** - In connection with the performance of this agreement, the SELLER will cooperate with the AUTHORITY in meeting its commitments and goals with regard to the maximum utilization of Disadvantaged business enterprises, and seller will use its best efforts to insure that disadvantaged business enterprises shall have an equitable opportunity to compete for subcontract work under this agreement.
12. **PROHIBITED INTEREST** - A. SELLER covenants that no member of, or delegate to, the Congress of the United States shall have any interest, direct or indirect, in the agreement or the proceeds hereof.
B. SELLER further covenants that, for the term of this agreement, no director, member, officer, or employee of the AUTHORITY during his tenure in office or one (1) year thereafter shall have any interest, direct or indirect, in this agreement or the proceeds thereof.
13. **TERMINATION FOR CONVENIENCE** - the Authority may terminate this agreement at any time by giving written notice to SELLER of such termination, effective on the date of such notice. Upon receipt of said notice, SELLER shall immediately take action not to incur any further obligations, costs, or expenses, except as may be reasonably necessary to terminate its activities. All finished or unfinished documents and other materials procured or produced by SELLER hereunder shall, at the option of AUTHORITY, become AUTHORITY property upon the date of such termination.
14. **AUDIT AND INSPECTION OF RECORDS** - SELLER shall provide AUTHORITY such access to SELLER'S books, records, and facilities as may be deemed necessary to examine, audit, and inspect all work data, documents, and activities related to the goods or services described herein. SELLER shall maintain such books, records, data and documents on a generally accepted accounting basis and shall clearly identify and make such items readily accessible to such parties during SELLER'S performance hereunder and for a period of four (4) years from the date of final payment by AUTHORITY hereunder.

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