



June 7, 2017

Gentlemen/Ladies:

**SUBJECT: REQUEST FOR QUOTATIONS (RFQ 7-1653)**  
**Crystal Buses**

The Orange County Transportation Authority (Authority) invites quotes from vendors to provide crystal buses on a one-time purchase.

The estimated budget for this purchase is \$14,200.00

Quotes must be submitted at or before **11:00 a.m., June 16, 2017.**

Quotes shall be submitted in the following manner:

**1. Response via e-mail:** E-Mail Address: srosenkranz@octa.net  
Subject: RFQ 7-1653

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

Sincerely,

Susan Rosenkranz  
Sr. Buyer  
Contracts Administration and Materials Management

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

## SCOPE OF WORK

The Orange County Transportation Authority (OCTA) would like to establish a contract with a company to create/produce a crystal bus to recognize Maintenance employees and Coach Operators retiring from OCTA after 30 years of service.

The specifications for both buses (Maintenance and Coach Operators) are as follows:

**Material:** Crystal

**Color:** Clear

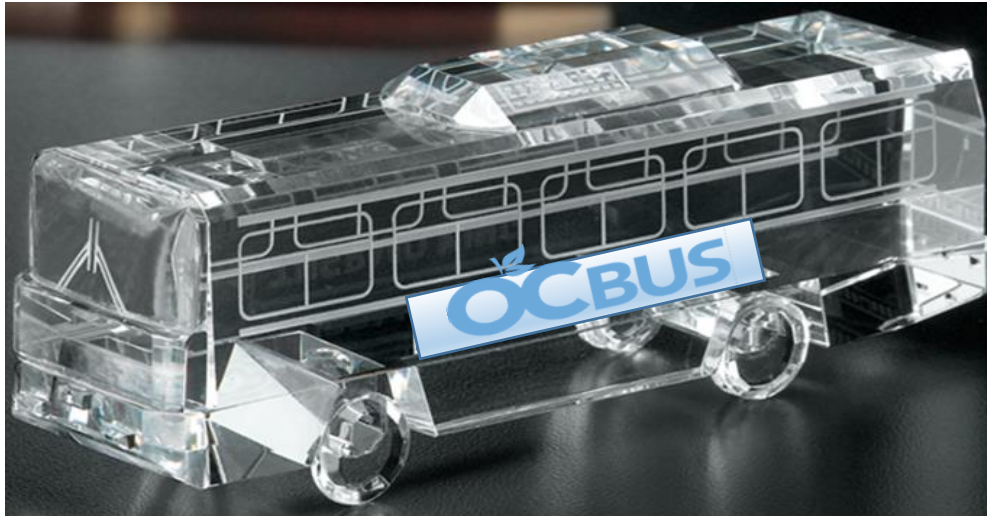
- A. Maintenance** - A crystal bus (a Transit looking bus) on an elevated 2-step post that resembles a maintenance bus lift. **The first part of the 2-step post with the bus lift will support the crystal bus. The second part of the 2-step post will be a solid black base (does not have to be in crystal).** Dimensions are 8-1/2" W x 5-1/4" H x 3-1/2" D.

Sample image (design similar as below)



- B. Bus Operations** – A crystal bus (a Custom Coach Bus) 7"W - estimated dimensions 7"W x 2 5/8"H x 2"D, with Black Glass Base – 8"W x 3/4"H x 5"D, custom packaging, and one (1) imprint (OC Bus Logo) location on bus with turquoise color-fill.

Picture below



### **Crystal Bus Manufacture**

- Set-Up / Die Charge for OC Bus Logo - The Pantone Matching System(PMS) for the OC Bus Logo is 284



### **Pre-Production Sample**

Artwork proof, electronic proof or a prototype must be provided and approved by OCTA prior to mass production

**Custom Packaging**

- Stylish presentation gift box with fabric padding to be provided for each bus



**QUOTATION FORM**  
**REQUEST FOR QUOTES (RFQ) 7-1653**

REQUEST FOR QUOTES NUMBER: RFQ 7-1653

DESCRIPTION: CRYSTAL BUSES

FIRM's NAME AND ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

TELEPHONE NUMBER (     ) \_\_\_\_\_

FAX NUMBER (     ) \_\_\_\_\_

**PURCHASE ORDER**

Purchase crystal buses for the Marketing Department as per Exhibit A, entitled "Scope of Work", attached and by this reference incorporated herein.

**Evaluation and Award**

Award will be made to the lowest, responsive and responsible firm in conformance with RFQ 7-1653.

**Instruction to submission of quotes**

All quotes must be specified for all items and submitted below.

Pre-production sample will be ready within \_\_\_\_\_ days upon receipt of Purchase Order. Delivery shall be made in \_\_\_\_\_ day(s) after approval of pre-production sample is given by Authority.

In signing this form, vendor acknowledge receipt of Exhibit A entitled "Scope of Work," Exhibit C entitled "OCTA General Provisions," which are by this reference incorporated herein.

**PRICING CRYSTAL BUSES**

ITEM NO.	QTY	DESCRIPTION	UNIT COST	EXTENDED COST
1	15	Item A Bus	\$	\$
2	35	Item B Bus	\$	\$
3	50	Custom Packaging Gift Boxes	\$	\$
4	Lot	Set-up /Die Charge for Set-Up / Die Charge for OC Bus Logo –Pantone Matching System (PMS) for the OC Bus Logo is 284		\$
5	Lot	Delivery /Shipping		\$
		Subtotal:		\$
		7.75% Sales Tax		\$
		Grand Total:		\$

Cash discount allowable \_\_\_\_% \_\_\_\_days; unless otherwise stated, payment terms are net thirty (30) days.

This quote shall remain firm for \_\_\_\_\_ days from the 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) BELOW:

**EXHIBIT C****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 hold 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.