



June 8, 2017

Gentlemen/Ladies:

**SUBJECT: REQUEST FOR QUOTE (RFQ): 7-1800  
"5 Ton HVAC Unit"**

The Orange County Transportation Authority (Authority) invites qualified bidders to provide quotes for one (1) 5 Ton York model number ZE060K10B4A1AAA1A Heating, Ventilation and Air Conditioning (HVAC) unit for purchase and delivery only, no installation, in accordance with Exhibit A, "Specification & Compliance Summary," and Exhibit B, "Price Summary Sheet." The Authority will issue a one-time purchase order with a budgeted amount of \$10,000.

Please submit Exhibit C, "Quotation Form," to the attention of Susan Rosenkranz, Senior Buyer, by email to [srosenkranz@octa.net](mailto:srosenkranz@octa.net) at or before 11:00 a.m., **Wednesday, June 14, 2017.**

By submitting a quote, Bidder agrees to all terms and conditions with this RFQ.

An award will be made to the lowest responsive, responsible bidder.

All bidders 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 will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations.

All clarifications, questions, and approved equal requests shall be submitted in writing no later than **5:00 p.m., Friday, June 9, 2017.** Please email to [srosenkranz@octa.net](mailto:srosenkranz@octa.net).

Responses from the Authority will be posted on CAMM NET no later than June 12, 2017.

Sincerely,

Susan Rosenkranz  
Senior Buyer  
Contracts Administration and Materials Management

Enclosures: Exhibit A - Specification & Compliance Summary  
Exhibit B - Price Summary Sheet  
Exhibit C - Quotation Form  
Exhibit D - OCTA General Provisions  
Exhibit E - Insurance Requirements

AFFILIATED AGENCIES

Orange County  
Transit District

Local Transportation  
Authority

Service Authority for  
Freeway Emergencies

Consolidated Transportation  
Service Agency

Congestion Management  
Agency

Service Authority for  
Abandoned Vehicles

## **SPECIFICATION & COMPLIANCE SUMMARY**

### **5-Ton York HVAC Unit**

#### **1.0 GENERAL**

The Orange County Transportation Authority intends to purchase and deliver one (1) 5-Ton York model number ZE060K10B4A1AAA1A HVAC unit. No installation will be required. The Authority has established the following set of requirements.

#### **2.0 GENERAL REQUIREMENTS**

The following characteristics represent the Authority's minimum general requirements:

- 2.1 5-Ton HVAC unit shall be manufactured by York.
- 2.2 HVAC unit must utilize existing curb mounting and utilities.
- 2.3 5-Ton HVAC unit is required in the following quantity:

(1) One of part number: ZE060K10B4A1AAA1A

- a. An approved equal may be accepted if it meets the exact product specifications. A sample must be submitted to the Authority along with a request for an approved equal no later than Friday, June 9, 2017 at 5:00 p.m. 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 the sole judge as to the equality, substitutability, and compatibility of proposed alternates or equals.

#### **3.0 MINIMUM WARRANTY REQUIREMENTS**

The following characteristics represent the Authority's minimum warranty requirements:

- 3.1 5-Ton HVAC unit shall have a one year warranty on all parts, upon delivery.

#### **4.0 DELIVERY**

Must be delivered within 10 days after receipt of purchase order. Equipment shall be delivered to:

Orange County Transportation Authority  
11790 Cardinal Circle  
Garden Grove, CA 92843

**Price Summary**  
**5 Ton York or Approved Equal HVAC Unit**

I. PRICING

Item	QUANTITY	Unit	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.	1	Each	York 5 Ton HVAC Unit (or equal) Part No. ZE060K10B4A1AAA1A	\$_____	\$_____
Sales Tax 7.75%					\$_____
<b>TOTAL SUM</b>					<b>\$_____</b>

II. BRAND AND MODEL

Bidder must state Brand and Model offered:

Item No. 1 - Brand \_\_\_\_\_

Model \_\_\_\_\_

III. DELIVERY PERIOD

Bidder must state delivery period after purchase order is issued:

Item No. 1 - Calendar days \_\_\_\_\_ after receipt of order.

**QUOTATION FORM**  
**REQUEST FOR QUOTES (RFQ) 7-1800**

DESCRIPTION: Purchase One (1) 5 Ton York or approved equal HVAC unit

FIRM'S NAME AND ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

TELEPHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

**PURCHASE ORDER**

A one-time purchase order for purchase and delivery only no installation, will be issued for one (1) 5 Ton York model number ZE060K10B4A1AAA1A HVAC unit as part of the Authority Maintenance Department's requirements specified in Exhibit A, entitled "Specification & Compliance Summary," and Exhibit B, entitled "Price Summary Sheet." Prices quoted shall remain firm for the term of the purchase order.

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

**Evaluation for Award**

The Authority shall award to the lowest responsive, responsible Bidder.

**Instructions for Pricing**

Prices shall include warranty, direct costs, indirect costs, and profit.

Any costs not stated will not be paid by the Authority.

**Delivery Location F.O.B. DESTINATION**

Must be delivered 10 days after receipt of purchase order.

11790 Cardinal Circle, Garden Grove, CA 92843

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

Cash discount allowable\_\_\_\_% \_\_\_\_ days; unless otherwise stated, payment terms are:  
Net 30 days.

Are there any additional and/or incidental costs necessary in order to fully comply with the requirements? Yes/No

If "yes," please provide a complete and comprehensive listing of all costs:

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1. I acknowledge receipt of RFQ 7-1800 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 \_\_\_\_\_

**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.

## **INSURANCE REQUIREMENTS**

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, and Property Damage with a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

2. Automobile Liability 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 and 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 AUTHORITY. Furthermore, AUTHORITY reserves the right to request certified copies of all related insurance policies.

C. CONTRACTOR shall include, on the face of the Certificate of Insurance, the Purchase Order Number and the Senior Contract Buyer's Name, Susan Rosenkranz.

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 purchase order.