



August 2, 2012

**SUBJECT: NOTICE OF REQUEST FOR QUOTES
RFQ 2-1770 "Refrigerant Gases"**

Gentlemen/Ladies:

The Orange County Transportation Authority invites bids from firms to provide refrigerant gases.

Quote must be received in the Orange County Transportation Authority's office at or before 2:00 p.m. on August 20, 2012 and submitted on the enclosed Bid Form.

Delivery of your quote may be done in one of the following manners:

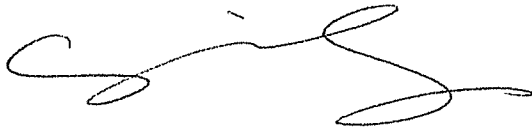
1. **Email:** sdng@octa.net
2. **Facsimile Machine:** (714) 560-5792
3. **Courier and/or personal delivery:**

**RFQ 2-1770
Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, 4th Floor
Orange, CA 92868
Attention: Sue Ding , Sr. Contract Administrator**

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

Should further information or clarification prove desirable, please contact Sue Ding at (714) 560-5631.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sue Ding', with a stylized, flowing script.

Sue Ding
Sr. Contract Administrator
Contracts Administration and Materials Management

Enclosures: Bid Form
Exhibit A - Scope of Work
Exhibit B - OCTA General Provisions
Exhibit C - Insurance

BID FORM

INVITATION FOR BIDS NUMBER:

IFB 2-1770

DESCRIPTION:

Refrigerant Gases

BIDDER'S NAME AND ADDRESS

NAME OF AUTHORIZED REPRESENTATIVE

TELEPHONE NUMBER

FAX NUMBER

BLANKET PURCHASE ORDER

Effective September 1, 2012 through August 31, 2014, for the Authority's Maintenance Department requirements on an as-requested basis, using releases, with no guaranteed usage, as specified in Exhibit A entitled "Scope of Work".

Quantities listed on the Price Summary Sheet are for evaluation purposes only and do not imply any guaranteed minimum or maximum usage by the Authority. Prices quoted are firm fixed for all three products and shall remain firm for the life of the Blanket Purchase Order **except a Federal Excise tax increase**. The Blanket Purchase Order will be awarded to the lowest responsible responsive qualified bidder. The 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 interest.

The Authority acknowledges the Federal Excise Tax associated with CFC's. The Authority will, therefore, agree to periodic price increases due to **Federal Excise Tax increases only**. The Authority must receive a 30-day written notice and substantiated documentation regarding such an increase.

Prior to award of the blanket purchase order, the successful bidder must be able to provide the Authority with a guarantee of availability of products listed in this procurement.

Availability of product ordered must be within 3 days (72 hours) of each order date.

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

Deliveries will be made to the following addresses:

- 11790 Cardinal Circle, Garden Grove 92843
- 1717 E. Via Burton, Anaheim 92806
- 4301 W Mac Arthur Blvd, Santa Ana 92704

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

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

Cash discount allowable ____%____days: unless otherwise stated, payment terms are: Net 30 days. Cash/payment discounts will not be considered in the evaluation of bids.

This bid shall remain firm for 90 days from the bid close date.

AUTHORIZED TO BIND BID:

PRINT SIGNER'S NAME AND TITLE:

EMAIL ADDRESS:

DATE SIGNED:

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

Item No.	Est. Annual Quantity	Description	1 st Yr. Unit Cost	1 st Yr. Extended Cost	2 nd Yr. Unit Cost	2 nd Yr. Extended Cost
1	80 cyl.	Refrigerant R22 packaged in 30 lb. Cylinders. Cylinders must be disposable. No cylinder deposit, delivery, or freight charge.	\$ /cyl	\$	\$ /cyl	\$
2	85 cyl.	Refrigerant 134A packaged in 30 lb. Cylinders. Cylinders must be disposable. No cylinder deposit, delivery, or freight charge	\$ /cyl	\$	\$ /cyl	\$
3	35 cyl.	Refrigerant R407C packaged in 25 lb. Cylinders. Cylinders must be disposable. No cylinder deposit, delivery, or freight charge	\$ /cyl	\$	\$ /cyl	\$
Subtotal items 1, 2, 3 7.75% Sales Tax Freight Totals				1 st Year Total Cost		2 nd Year Total Cost
				\$		\$
				\$		\$
				\$0		\$0
				\$		\$

GRAND TOTAL FOR ALL TWO YEARS: \$ _____

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: () _____
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

SCOPE OF WORK

REFRIGERANT GASES

A. SERVICE

To provide and deliver refrigerant gases within 72 hours or sooner, as requested, in order to sustain Orange County Transportation Authority's fleet of buses.

B. MATERIAL

All material supplies must be in accordance with Federal Specification BB-F-1421, pure and dry and the 1999 ARI 700 Standard.

All material is to be new and filled at the manufacturer's producing plant. Acceptable material is to be manufactured and bottled by any of the following:

Allied Chemical 'Genetron'
Atochem "Forane"
Dupont 'Freon'
Kaiser Chemical 'Kaiser'
LaRoche 'LaRoche'
Pennwalt 'Isotron'
Racon 'Racon'

C. DELIVERY METHOD

Product must be delivered within 72 hours or sooner after issuance of the Authority's Purchase Order. An invoice must have a matching delivery slip signed by the receiving department's stock clerk before approval of payment.

D. DELIVERY LOCATIONS

11790 Cardinal Circle
Garden Grove, CA 92843

1717 Via Burton Way
Anaheim, CA 92806

4301 Mac Arthur Blvd.
Santa Ana, CA 92704

EXHIBIT B

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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EXHIBIT C

INSURANCE

The Contractor shall procure and maintain insurance coverage during the entire term of the Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. The Contractor shall provide the following insurance coverage:

1. Commercial General Liability, to include Products/Completed Operations, Independent Contractor's contractual Liability, and Personal Injury Liability with at least \$1,000,000 of coverage,
2. Automobile Liability Insurance with combined single limits of \$1,000,000.
3. Workers Compensation with limits as established by the State of California with a waiver of subrogation favorable to the Authority.
4. Employers Liability with a limit of \$1,000,000.

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.

Contractor shall include on the face of the Certificate of Insurance the Purchase Order C21455; and, the Contract Administrator's Name, Sue Ding, Sr. Contract Administrator.

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.

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