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October 14, 2010

Gentlemen/Ladies:

**SUBJECT: REQUEST FOR QUOTATION (RFQ) 0-1832
VEHICLE PAINT & SUPPLIES**

The Orange County Transportation Authority (OCTA) will receive quotes until 11:00 a.m., October 26, 2010 from qualified bidders to provide vehicle paint and supplies. These products are on an as needed basis from February 1, 2011 through January 31, 2014 in accordance with Exhibit "A", price summary sheet.

The total budget for this service is \$30,240 for a three year term.

Quotes may be sent by facsimile to 714-560-5792, or by electronic mail. Quotes sent via electronic mail should consist of one file and addressed to ***bmendoza@octa.net***.

Quotes received after the date and time specified above will be rejected by OCTA and returned to the bidders.

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 overall lowest responsive and responsible bidder. If you have any questions, I can be reached at (714) 560-5562.

Sincerely,

Bmendoza

Ben Mendoza
Sr. Contract Administrator
Contract Administration and Materials Management

Enclosures: Exhibit A – Pricing Information Sheet

QUOTATION FORM

REQUEST FOR QUOTATION NUMBER: RFQ 0-1832

DESCRIPTION OF WORK: Vehicle Paint & Supplies

BIDDER'S NAME AND ADDRESS

NAME AND TELEPHONE NO. OF
AUTHORIZED REPRESENTATIVE

FAX NUMBER

BLANKET PURCHASE ORDER

Effective February 1, 2011 through January 31, 2014, for the Maintenance Department's requirements on an as-requested basis, with no guaranteed usage for vehicle paint & supplies. The items listed on the Pricing Information Sheet is a random sampling of the types of materials the OCTA will purchase on this Blanket Purchase Order.

Complete the attached Exhibit A entitled "Price Summary Sheet". Please answer all questions. Quantities listed are for evaluation purposes only.

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.

Vendor agrees to the terms and conditions stated in Exhibit B entitled "Orange County Transportation Authority - General Provisions" which are by this reference incorporated herein.

This quotation shall remain firm for 90 days from the quotation submittal date:

AUTHORIZED TO BIND QUOTE: _____

PRINT SIGNER'S NAME AND TITLE: _____

DATE SIGNED: _____

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

[illegible]

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.