



AFFILIATED AGENCIES

*Orange County
Transit District*

*Local Transportation
Authority*

*Service Authority for
Freeway Emergencies*

*Consolidated Transportation
Service Agency*

*Congestion Management
Agency*

May 1, 2023

Ladies/Gentlemen:

**SUBJECT: REQUEST FOR QUOTATION (RFQ) 3-2547
"Network Time Protocol Digital Clocks"**

The Orange County Transportation Authority (Authority) requests quotes from qualified firms to provide a quantity of twenty (20), four (4)-inch, digital, Power Over Ethernet (PoE), Network Time Protocol (NTP), green LED, six (6)-digit, seven (7) segment per digit time clocks. The budget for this effort is \$10,000.00.

Quotes must be submitted on **Exhibit C, entitled "Price Summary Sheet" at or before 11:00 a.m., May 17, 2023** via email to gtorres@octa.net specifying the following on the subject line:

"RFQ 3-2547, Network Time Protocol Digital Clocks"

Quotes received after the date and time specified will not be accepted. By submitting a quote, Firm agrees to the terms and conditions as stated in Exhibit C, entitled "Orange County Transportation Authority – General Provisions," which is by this reference incorporated herein.

Questions shall be submitted in writing to gtorres@octa.net no later than 2:00 p.m., May 8, 2023. On the email subject line, please specify: **"RFQ 3-2547 - Written Questions"**. Responses will be posted no later than May 11, 2023.

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

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

Firms must submit pricing on all line items on Exhibit B in order to be considered responsive. Unauthorized quotes will be deemed "Non-Responsive" and will not be considered for award. **Firms submitting substitutions for LED size, LED Color, Case Color, and mounting shall result in a "No Bid" and will not be considered for award.** Any award as a result of this RFQ will be awarded to the lowest responsive and responsible firm and shall be on a lump sum basis, in accordance with the requirements in this RFQ.

Any contract or purchase order awarded as a result of this RFQ 3-2547 will be to the overall lowest responsive and responsible firm. If you have any questions, please contact Gina Torres, Contract Administrator, at gtorres@octa.net.

Enclosures:

Exhibit A - Scope of work

Exhibit B - Quotation Form

Exhibit C - Price Summary Sheet

Exhibit D - General Provisions

SCOPE OF WORK

Network Time Protocol Digital Clocks

Project Background

The Orange County Transportation Authority (Authority) is a state-mandated, transportation agency that brings together all the public entities charged with planning and operating transportation in Orange County (OC), California. The Authority sets transportation priorities, makes countywide spending decisions based on these priorities, plans and funds major highway and freeway projects and street improvements, operates Orange County's public transit systems and provides paratransit services. As one agency, the Authority provides OC with a single point of accountability and a greater voice for local residents for all transportation issues.

The Authority's Information Systems (IS) Department is responsible for all computer-related operations at the Authority including applications development, IS planning, user services and technical services.

The Authority's distributed computing infrastructure is best built on a modern, integrated network architecture that incorporates best-of-breed, file, print, application, messaging, and Internet/Intranet services.

Objective

The Authority's IS Department is looking to procure twenty (20), four (4)-inch, digital, Power Over Ethernet (PoE), Network Time Protocol (NTP), green LED, six (6)-digit, seven (7) segment per digit time clocks. The Authority does not require any installation services. The authority does not require NTP time sources.

Scope of Work

The Authority utilizes two (2) stratum one Microsemi NTP GPS time source clocks to synchronize time throughout the Authority.

These digital clocks are required to meet these specifications:

- 4" digital numbers for hours and minutes – each number comprised of seven (7) segments per digit
- Green LED
- Automatically adjust for Daylight Saving Time
- Synchronize via PoE / IP technology using NTP Time Source
- Seven (7)-segment LED digits
- 12- or 24-hour time display

- PM indicator light
- Six (6) digit Time display (11:11:59) - seconds must be displayed
- Seven (7) segments per digit
- Management via Ethernet – if additional software required it must be provided
- Surface mount bracket with 4-10 degree downward slope required
- Clock (not including mounting bracket) must be no more than 2.5" in depth
- Case color must be black
- Five (5)-year warranty and support shall be included in price.

Tasks and Deliverables

Twenty (20), four (4)-inch, digital, Power Over Ethernet (PoE), Network Time Protocol (NTP), green LED, six (6)-digit, mounting brackets, any remote management software must be delivered to OCTA, 600 South Main St, Orange, CA 92868.

OCTA does **not** require installation or training services.

All deliverables and product must be delivered by June 30, 2023.
Pricing shall include any freight and delivery charges in the price quote.

Work Products

All work products created for this project shall be the Authority's exclusive property. Such work products shall include, but not be limited to, source code, reports, training manuals and all other documents written or electronic. Such work products shall be provided to the Authority prior to the Authority's final acceptance of the project.

Confidential Information

The firm and their subcontractors shall hold all confidential information disclosed and communicated by the Authority in the utmost and strictest confidence; and will not use such confidential information to benefit itself or others, except for the purpose of its own internal evaluation or use consistent with this scope of work, nor disclose any such information to any third parties. The firm shall limit access and the use of any confidential OCTA information provided to its own employees and subcontractors on an as needed basis.

QUOTATION FORM

REQUEST FOR QUOTES (RFQ): 3-2547

DESCRIPTION OF WORK: NTP Digital Clocks

BIDDER'S NAME AND ADDRESS

NAME OF AUTHORIZED
REPRESENTATIVE

TELEPHONE NUMBER

EMAIL ADDRESS

Purchase Order

Effective through June 30, 2023, Firm shall provide NTP Digital Clocks as specified in Exhibit A, entitled "Scope of Work," and Exhibit B, entitled "Price Summary Sheet." Prices quoted shall remain firm for the term of the Purchase Order.

NTP Digital Clocks are to be delivered to 600 South Main St, Orange, CA 92868 no later than June 30, 2023. There is no delivery dock or forklift at delivery location.

By submitting a Quote, Firm agrees to the terms and conditions as stated in Exhibit C "General Provisions" which by this reference are incorporated herein.

Evaluation for Award

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

Firm must quote all items on Exhibit C, Price Summary Sheet, or shall be deemed non-responsive.

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

AUTHORIZED TO BIND QUOTE: _____

PRINT SIGNATOR'S NAME AND TITLE: _____

DATE SIGNED: _____

List at least three project references for similar services:

Type of Service	Name and Address of Organization	Contact Name and Phone Number

IF NOT QUOTING, PLEASE LIST REASON(S) BELOW

PRICE SUMMARY SHEET

Prices quoted shall include direct costs, indirect costs, and profits. Five (5)-year warranty and support shall be included in price. The Authority's intention is to award a firm-fixed price purchase order.

Term: Effective through June 30, 2023

Item	Description	Qty	Unit Price	Extended Price
1	NTP Digital Clock 4" Green POE Single Side with Extended Warranty	20	\$_____	\$_____
2	Administrative Software (if applicable)	1	\$_____	\$_____
Subtotal				\$_____
Tax (7.75%)				\$_____
Shipping				\$_____
Total				\$_____

Please provide specification of item you are quoting:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

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, passage of title, or prior inspection or test at SELLER's facilities. Final inspection will be made within a reasonable time after receipt of items hereunder. SELLER shall notify AUTHORITY of any known nonconforming product that is expected to be delivered or has been delivered. AUTHORITY shall have authority to approve or refuse identified nonconforming product. Defective goods may be returned at SELLER's expense.
2. **CHANGES** - By written notice or order, AUTHORITY may, from time to time, order work suspension and/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 SELLER. 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 thirty (30) days after the change is ordered, and an equitable adjustment shall be made. However, nothing herein 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. AUTHORITY shall have such additional remedies as may be available whether or not it so terminates this agreement, including, but not limited to, 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 SELLER's reprocurement expenses obligation shall be limited to the excess costs above the price specified herein for such items or services.
4. **INDEMNIFICATION** - SELLER shall indemnify, defend, and hold harmless AUTHORITY from and against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement) for any loss, damage, claim, or harm for bodily injuries, including death or damage to property caused by SELLER or its employees, subcontractors, or suppliers in connection with the performance of this agreement.
5. **ASSIGNMENTS AND SUBCONTRACTS** - 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 the agreement be subcontracted by SELLER without AUTHORITY's prior written consent. AUTHORITY's withholding of 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, it 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, any claim or 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 SELLER shall pay all costs and damages finally awarded in any such suit or claim, provided that SELLER is notified in writing of the suit or claim 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 ensure 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. **TERMINATION FOR CONVENIENCE** - AUTHORITY may terminate this agreement for its convenience at any time, in whole or in part, 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. AUTHORITY shall pay SELLER its allowable costs incurred to date of termination and those costs determined by AUTHORITY to be reasonably necessary to effect such termination. 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.
12. **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.
13. **TIME IS OF THE ESSENCE** - Time is of the essence in the performance of this agreement. SELLER's delivery of the items and related data and/or documentation and/or performance of required services in accordance with the schedule are a material requirement of this agreement.
14. **WARRANTY** - SELLER warrants to AUTHORITY, its successors and customers that all items furnished to AUTHORITY will be free from defects in material and workmanship, will conform to applicable drawings, designs, specifications and samples, will meet all functional and performance requirements and, to the extent this order calls for services to be performed, that such services will be free from defects in workmanship, will meet all of the requirements of this agreement and will be performed to the highest standards of workmanship in the industry. These warranties are in addition to all other warranties, express, implied or statutory. In addition, the warranties set forth in this section shall survive any inspection, delivery, acceptance or payment by AUTHORITY.
15. **FORCE MAJEURE** - Either party shall be excused from performing its obligations under this agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.
16. **GOVERNING LAW** - The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this agreement.
17. **SEVERABILITY** - If any term, provision, covenant or condition of this agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this agreement shall not be affected thereby, and each term, provision, covenant or condition of this agreement shall be valid and enforceable to the fullest extent permitted by law.
18. **NOTICES** - All notices hereunder and communications regarding the interpretation of the terms of this agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid to the addresses set forth in the agreement.
19. **COMPLETE AGREEMENT** - This agreement, the purchase order, and any attachments thereto or referenced therein, constitute the complete and exclusive statement of the term(s) and condition(s) of this agreement between SELLER and AUTHORITY and supersede all prior representations, understandings, and communications