



February 7, 2024

**SUBJECT: REQUEST FOR QUOTATIONS (RFQ) 4-2040  
AUTOCAD ARCHITECTURE ENGINEERING  
CONSTRUCTION COLLECTION THREE-YEAR  
RENEWAL SUBSCRIPTION NO. 568-55972157**

Ladies and Gentlemen:

The Orange County Transportation Authority (Authority) will receive quotes from authorized firms to provide two (2) AutoCAD Architecture Engineering Construction Collection 2024-2027, two (2) Seats, (3)-Year Subscription Renewal. The subscription ID is 568-55972157. The budget for this effort is \$18,200 for a three (3)-year term, effective March 18, 2024, through March 17, 2027. All firms must be authorized resellers of the item listed. Quotes must be submitted on the enclosed Quotation Form (Exhibit A).

**Please note that submitting a Quote, Firm certifies that it is not subject to any Ukraine/Russia related economic sanctions imposed by the State of California or the United States Government including, but not limited to, Presidential Executive Order No's 13660,13661,13662, and 14065. Any individual or entity that is the subject of any Ukraine/Russia-related economic sanction is not eligible to submit a Quote. In submitting a Quote, all Firms agree to comply with economic sanctions imposed by the State or U.S. Government.**

Quotes must be received at or before **11:00 a.m., February 27, 2024.**

Quotes must be sent to Susan Rosenkranz by email to [srosenkranz@octa.net](mailto:srosenkranz@octa.net) Specifying the following on the subject line: **"RFQ 4-2040: AutoCAD Subscription Renewal"**.

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

Any questions, or clarifications must be submitted in writing and must be received no later than 5:00 p.m. on February 13, 2024. The Authority will respond to all written questions by issuing a written addendum February 20, 2024.

An award will be made to the lowest, responsive, responsible Firm and shall be on a lump sum basis.

By submitting a quote, Firm agrees to the terms and conditions as stated in Exhibit B, entitled "Orange County Transportation Authority General Provisions", which by this reference incorporated herein.

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>

Firms should be aware that an award may be made without further discussion. The successful Firm will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations.

If you have any questions, I can be reached at (714) 560-5610.

Sincerely,

*Susan Rosenkranz*

Susan Rosenkranz  
Senior Buyer  
714/560-5610  
[srosenkranz@octa.net](mailto:srosenkranz@octa.net)

**QUOTATION FORM**  
**REQUEST FOR QUOTATIONS (RFQ) 4-2040**

DESCRIPTION OF PRODUCTS: AutoCAD Subscription Renewal

COMPANY'S NAME AND ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

FACSIMILE NO.: (\_\_\_\_) \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

SIGNATURE OF PERSON  
AUTHORIZED TO BIND QUOTE \_\_\_\_\_

SIGNATORY'S NAME AND TITLE \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

All Firms must be authorized resellers of the items listed below. The winning firm will be required to provide proof that they are an authorized reseller. Unauthorized quotes will be deemed "Non-Responsive" and will not be considered for award. Firms submitting an alternate manufacturer, model, or part number 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. Delivery shall be by electronic download only. No tangible items will be accepted. The Authority is not responsible for failure to respond to a request that has not been labeled as such.

This quotation shall remain firm for 120 days from the quotation submittal date.

Item	Qty	Description	Pricing Each	Extended Pricing
1	2	AutoCAD Architecture Engineering & Construction Collection 2023, 2 Seats, Three-Year Subscription Renewal subscription ID 568-55972197 3/18/24 to 3/17/27 <b>Electronic- Download Only</b>		
		Total:		

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.