



AFFILIATED AGENCIES

*Orange County
Transit District*

*Local Transportation
Authority*

*Service Authority for
Freeway Emergencies*

*Consolidated Transportation
Service Agency*

*Congestion Management
Agency*

April 24, 2025

Ladies/Gentlemen:

**SUBJECT: REQUEST FOR QUOTATION (RFQ) 5-4054
“Scribe Enterprise Core”**

The Orange County Transportation Authority (OCTA) requests quotes from authorized resellers to provide Scribe Enterprise Core with User Licenses for a one (1)-year term. The budget for this effort is \$20,000.

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, including, but not limited to, Presidential Executive Order Nos. 13660, 13661, 13662, 13685, and 14065. Any individual or entity that is the subject of an Ukraine/Russia -related economic sanction is not eligible to submit a Quote, all firms agree to comply with all economic sanctions imposed by the State or U.S. Government.

Quotes must be submitted on **Exhibit B, entitled “Price Summary Sheet”** at or before **11:00 a.m., May 12, 2025** via email to dfernandez1@octa.net specifying the following on the subject line:

“RFQ 5-4054, Scribe Enterprise Core”

Quotes received after the date and time specified will not be accepted. Questions, clarifications and shall be submitted in writing to dfernandez1@octa.net no later than 11:00 a.m., April 30, 2025. On the email subject line, please specify: **“RFQ 5-4054 Written Questions.”** Responses will be posted no later than May 6, 2025.

All firms interested in doing business with OCTA 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 in Exhibit B, “Price Summary Sheet,” in order to be considered responsive.

Any contract or purchase order awarded as a result of this RFQ 5-4054 will be to the overall lowest responsive and responsible firm. If there are any questions, please contact Desiree Fernandez, Associate Buyer, at dfernandez1@octa.net.

Enclosures:

Exhibit A – Quotation Form

Exhibit B – Price Summary Sheet

Exhibit C – General Provisions

QUOTATION FORM

REQUEST FOR QUOTES (RFQ): 5-4054

DESCRIPTION OF WORK: Scribe Enterprise Core

QUOTES ARE DUE AT: 11:00 a.m., May 12, 2025

QUOTES SHALL BE EMAILED TO: dfernandez1@octa.net

COMPANY'S NAME AND ADDRESS _____

NAME OF AUTHORIZED REPRESENTATIVE _____

TELEPHONE NUMBER _____

EMAIL ADDRESS _____

Blanket Purchase Order

A blanket purchase order will be issued for a one (1)-year term for the OCTA's requirements for Scribe Enterprise Core with User Licenses on an as-needed basis with no guarantee of usage as described in Exhibit B, "Price Summary Sheet." All firms must be authorized resellers and providers of the item listed. Unauthorized quotes will be deemed "Non-Responsive" and will not be considered for award.

The lowest firm will be required to provide proof confirming its authorization reseller status to provide Scribe Enterprise Core. Firms submitting an alternative manufacturer, model, or part number shall result in a "No Bid" and will not be considered for award.

Prices quoted shall remain firm for the term of the Purchase Order.

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 B, Price Summary Sheet, or shall be deemed non-responsive.

This quote shall be in effect for 120 days after the quote close date.

IF NOT QUOTING, PLEASE LIST REASON(S) BELOW

1. Acknowledge of RFQ 5-4054 and Addenda No(s). _____

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

SIGNATURE OF PERSON:
AUTHORIZED TO BIND OFFEROR

SIGNATOR'S NAME AND TITLE:

DATE SIGNED:

PRICE SUMMARY SHEET

Enter below the proposed price for the item listed below. Prices shall include direct costs, indirect costs, and profits. The Authority's intention is to award a blanket purchase order with firm-fixed unit prices on an as-needed basis. It is emphasized that the items and quantities are shown for price evaluation purposes only, and do not imply any guaranteed minimum or maximum usage on the part of the Authority. Firm must quote on all items or shall be deemed non-responsive.

Effective for a one (1)-year term.

<u>NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
1	Core Management Module, Core Advanced Security and Authenticated Viewers Lead Time _____	1	\$ _____	\$ _____
2	Scribe Creator Licenses Lead Time _____	15	\$ _____	\$ _____
Total Lump Sum			\$ _____	

COMPANY NAME: _____

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.