

REQUEST FOR PROPOSALS (RFP) 2-2288

BUS MARKETING PRINT SERVICES



ORANGE COUNTY TRANSPORTATION AUTHORITY

**550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
(714) 560-6282**

Key RFP Dates

Issue Date:	March 15, 2022
Pre-Proposal Conference Date:	March 22, 2022
Question Submittal Date:	March 23, 2022
Proposal Submittal Date:	April 5, 2022
Interview Date:	April 19, 2022

TABLE OF CONTENTS

SECTION I: INSTRUCTIONS TO OFFERORS	1
SECTION II: PROPOSAL CONTENT	7
SECTION III: EVALUATION AND AWARD	14
EXHIBIT A: SCOPE OF WORK.....	18
EXHIBIT B: COST AND PRICE FORMS	23
EXHIBIT C: PROPOSED AGREEMENT	26
EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM	28
EXHIBIT E: CAMPAIGN CONTRIBUTIONS FORM.....	30
EXHIBIT F: SAFETY SPECIFICATIONS	35
EXHIBIT G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS.....	40



March 15, 2022

NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP: 2-2288: “BUS MARKETING PRINT SERVICES”

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified contractors to provide printing services for various marketing and public information materials, as well as mail house services on an as-needed basis with no guarantee of usage. The budget for this project is \$325,000 for a three-year term with two, two-year option terms.

Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of **2:00 p.m. on April 5, 2022. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.**

Offerors are instructed to click the upload link, select “**RFP 2-2288**” from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

Should Offerors encounter technical issues with uploading the proposals via the link provided, Offerors are required to contact the Contract Administrator prior to the submission deadline. Proposals and supplemental information to proposals received after the date and time specified above will be rejected.

Firms interested in obtaining a copy of this RFP may do so by downloading the RFP from CAMM NET at <https://cammnet.octa.net>.

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>. From the site menu, click on CAMM NET to register.

To receive all further information regarding this RFP 2-2288, firms and subcontractors must be registered on CAMM NET with the following commodity code for this solicitation selected as part of the vendor's on-line registration profile:

Category:

Printing & Reproduction
Services

Marketing, Advertising & Media
Services

Commodity:

Printing and Related Services

Mailhouse Services
Direct Mail Services

A pre-proposal conference will be held via teleconference on March 22, 2022, at 1:00 p.m.. Prospective Offerors may join or call-in using the following credentials:

- [Click here to join the meeting](#)
- OR Call-in Number: 916-550-9867
- Conference ID: 180487698#

An on-site/in-person conference will not be held. A copy of the presentation slides and pre-proposal conference registration sheet(s) will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established April 19, 2022, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

Offerors are encouraged to subcontract with small businesses to the maximum extent possible.

All Offerors will be required to comply with all applicable equal opportunity laws and regulations.

The award of this contract is subject to receipt of federal, state and/or local funds adequate to carry out the provisions of the proposed agreement including the identified Scope of Work.

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS**A. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held via teleconference on March 22, 2022, at 1:00 p.m.. Prospective Offerors may join or call-in using the following credentials:

- [Click here to join the meeting](#)
- OR Call-in Number: 916-550-9867
- Conference ID: 180487698#

An on-site/in-person conference will not be held. A copy of the presentation slides and pre-proposal conference registration sheet(s) will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to attend the pre-proposal conference.

B. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Offeror represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the Authority's objectives.

C. ADDENDA

The Authority reserves the right to revise the RFP documents. Any Authority changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals. Failure to acknowledge receipt of Addenda may cause the proposal to be deemed non-responsive to this RFP and be rejected.

D. AUTHORITY CONTACT

All communication and/or contacts with Authority staff regarding this RFP are to be directed to the following Contract Administrator:

Yvette Crowder, Senior Contract Administrator
Contracts Administration and Materials Management Department
Phone: 714.560. 5616,
Email: ycrowder@octa.net

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no proposer, subcontractor, lobbyist or agent hired by the proposer shall have any contact or communications regarding

this RFP with any Authority's staff; member of the evaluation committee for this RFP; or any contractor or contractor involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any proposer, subcontractor, lobbyist or agent hired by the proposer that engages in such prohibited communications may result in disqualification of the proposer at the sole discretion of the Authority.

E. CLARIFICATIONS

1. Examination of Documents

Should an Offeror require clarifications of this RFP, the Offeror shall notify the Authority in writing in accordance with Section E.2. below. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter which will be sent to all firms registered on CAMM NET under the commodity codes specified in this RFP.

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and received via e-mail at ycrowder@octa.net no later than 4:30 p.m., on March 23, 2022.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions RFP 2-2288" in the subject line of the e-mail. The Authority is not responsible for failure to respond to a request that has not been labeled as such.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than March 24, 2022. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via email.

To receive email notification of Authority responses when they are posted on CAMM NET, firms and subcontractors must be registered on CAMM NET with the following commodity code for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u>	<u>Commodity:</u>
Printing & Reproduction Services	Printing and Related Services
Marketing, Advertising & Media Services	Mailhouse Services
	Direct Mail Services

Inquiries received after 4:30 p.m. on March 23, 2022 will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of **2:00 p.m. on April 5, 2022. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.**

Offerors are instructed to click the upload link, select “**RFP 2-2288**” from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

Should Offerors encounter technical issues with uploading the proposals via the link provided, Offerors are required to contact the Contract Administrator prior to the submission deadline. Proposals and supplemental information to proposals received after the date and time specified above will be rejected.

2. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to issue a new RFP for the project.
- d. The Authority reserves the right to postpone proposal openings for its own convenience.
- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
- f. The Authority reserves the right to investigate the qualifications of

any Offeror, and/or require additional evidence of qualifications to perform the work.

- g. Submitted proposals are not to be copyrighted.

G. PRE-CONTRACTUAL EXPENSES

The Authority shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.

Pre-contractual expenses are defined as expenses incurred by Offeror in:

1. Preparing its proposal in response to this RFP;
2. Submitting that proposal to the Authority;
3. Negotiating with the Authority any matter related to this proposal; or
4. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

H. JOINT OFFERS

Where two or more firms desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The Authority intends to contract with a single firm and not with multiple firms doing business as a joint venture.

I. TAXES

Offerors' proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes. Offeror is responsible for payment of all taxes for any goods, services, processes and operations incidental to or involved in the contract.

J. PROTEST PROCEDURES

The Authority has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting the Contract Administrator responsible for this procurement. Any protests filed by an Offeror in connection with this RFP must be submitted in accordance with the Authority's written procedures.

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a time-and-expense type contract with fully-burdened firm-fixed rates and anticipated expenses for work specified in the scope of work, included in the RFP as Exhibit A. The contract term will be for an initial three-year period, with two, two-year options terms.

L. CONFLICT OF INTEREST

All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships or contracts, an Offeror is unable, or potentially unable to render impartial assistance or advice to the Authority; an Offeror's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or an Offeror has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the Offeror's proposal.

All Offerors must disclose in their proposal and immediately throughout the course of the evaluation process if they have hired or retained an advocate to lobby Authority staff or the Board of Directors on their behalf.

Offerors hired to perform services for the Authority are prohibited from concurrently acting as an advocate for another firm who is competing for a contract with the Authority, either as a prime or subcontractor.

M. CODE OF CONDUCT

All Offerors agree to comply with the Authority's Code of Conduct as it relates to Third-Party contracts which is hereby referenced and by this reference is incorporated herein. All Offerors agree to include these requirements in all of its subcontracts.

SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12-point font, double-spaced. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Yvette Crowder, Senior Contract Administrator and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, contact person's name and address, phone number and fax number, and email address; relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing

capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.
- (5) Identify all firms hired or retained to provide lobbying or advocating services on behalf of the Offeror by company name, address, contact person, telephone number and email address. This information is required to be provided by the Offeror immediately during the evaluation process, if a lobbyist or advocate is hired or retained.
- (6) Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.
- (7) Provide platform capabilities, such as Mac-compatible, electronic prepress capabilities, and ability to produce both blueline and color proofs.

b. Proposed Staffing and Project Organization

This section of the proposal should establish the method, which will be used by the Offeror to manage the project as well as identify key personnel assigned.

Offeror to:

- (1) Identify key personnel proposed to perform the work and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.
- (3) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (4) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

c. Work Plan

Offeror should provide a narrative, which addresses the Scope of Work, and shows Offeror's understanding of Authority's needs and requirements.

Offeror to:

- (1) Describe the approach to completing the tasks specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially the activities that would be undertaken in completing the work and specify who would perform them.
- (3) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
- (4) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (5) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not

materially deviate from the objectives or required content of the project.

- (6) Provide printing samples of projects similar to those described in the Scope of Work, Exhibit A.

d. Exceptions/Deviations

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C), using the form entitled "Proposal Exceptions and/or Deviations" included in this RFP. This Proposal Exceptions and/or Deviations form must be included in the original proposal submitted by the Offeror. If no technical or contractual exceptions and/or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form or any technical and/or contractual exceptions after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

All exceptions and/or deviations will be reviewed by the Authority and will be assigned a "pass" or "fail" status. Exceptions and deviations that "pass" do not mean that the Authority has accepted the change but that it is a potential negotiable issue. Exceptions and deviations that receive a "fail" status means that the requested change is not something that the Authority would consider a potential negotiable issue. Offerors that receive a "fail" status on their exceptions and/or deviations will be notified by the Authority and will be allowed to retract the exception and/or deviation and continue in the evaluation process. Any exceptions and/or deviation that receive a "fail" status and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.

4. Cost and Price Proposal

As part of the cost and price proposal, the Offeror shall submit proposed pricing to provide the services described in Exhibit A, Scope of Work.

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B), and furnish any narrative required to explain the prices quoted in the schedules. It is anticipated that the Authority will issue a time and expense-price contract specifying fully-burdened firm-fixed rates and anticipated expenses to complete the Scope of Work.

5. Appendices

Information considered by Offeror to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Offerors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

B. FORMS

1. Campaign Contribution Disclosure Form

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Board of Directors, Offeror is required to complete and sign the Campaign Contribution Disclosure Form provided in this RFP and submit as part of the proposal.

This form **must** be completed regardless of whether a campaign contribution has been made or not and regardless of the amount of the contribution.

The prime contractor, subcontractors, lobbyists and agents are required to report all campaign contributions made from the proposal submittal date up to and until the Board of Directors makes a selection.

2. Status of Past and Present Contracts Form

Offeror shall complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of its proposal. Offeror shall identify the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract. Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal.

A separate form must be completed for each identified contract. Each form must be signed by the Offeror confirming that the information provided is true and accurate.

3. Proposal Exceptions and/or Deviations Form

Offerors shall complete the form entitled "Proposal Exceptions and/or Deviations" provided in this RFP and submit it as part of the proposal. For each exception and/or deviation, a new form should be used, identifying the exception and/or deviation and the rationale for requesting the change. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed nor considered by the Authority.

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

The Authority will evaluate the offers received based on the following criteria:

- 1. Qualifications of the Firm 30%**

 Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.
- 2. Staffing and Project Organization 20%**

 Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.
- 3. Work Plan 20%**

 Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation; reasonableness of proposed schedule; utility of suggested technical or procedural innovations; and include printing samples of projects
- 4. Cost and Price 30%**

 Reasonableness of hourly rates; competitiveness with other offers received; adequacy of data in support of figures quoted.

B. EVALUATION PROCEDURE

An evaluation committee will be appointed to review all proposals received for this RFP. The committee is comprised of Authority staff and may include outside personnel. The committee members will evaluate the written proposals using criteria identified in Section III A. A list of top-ranked proposals, firms within a competitive range, will be developed based upon the totals of each committee members' score for each proposal.

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established April 19, 2022, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion.

The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

At the conclusion of the proposal evaluations, the evaluation committee will score the proposals to develop a competitive range. Offerors remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the firms may be asked to provide additional information, confirm or clarify issues and submit a final cost/price offer. A deadline for submission will be stipulated.

At the conclusion of the evaluation process, the evaluation committee will recommend to the Legislative and Communications Committee, the Offeror with the highest final ranking or a short list of top ranked firms within the competitive range whose proposal(s) is most advantageous to the Authority. The Board Committee will review the evaluation committee's recommendation and forward its recommendation to the Board of Directors for final action.

C. AWARD

The Authority's Board of Directors will consider the selection of the firm(s) recommended by the Board Committee.

The Authority may also negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

Offeror acknowledges that the Authority's Board of Directors reserves the right to award this contract in its sole and absolute discretion to any Offeror to this RFP regardless of the evaluation committee's recommendation or recommendation of a Board Committee.

The Authority reserves the right to award its total requirements to one Offeror or to apportion those requirements among several Offerors as the Authority may deem to be in its best interest. In addition, negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

The selected Offeror will be required to submit to the Authority's Accounting department a current IRS W-9 form prior to commencing work.

D. NOTIFICATION OF AWARD AND DEBRIEFING

Offerors who submit a proposal in response to this RFP shall be notified via CAMM NET of the contract award. Such notification shall be made within three (3) business days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain a debriefing concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and the Authority must receive it within three (3) business days of notification of the contract award.

EXHIBIT A: SCOPE OF WORK

SCOPE OF WORK

OCTA and Bus Marketing Print Services

BACKGROUND

The Orange County Transportation Authority (OCTA) provides public transportation services to urban Orange County. OCTA's service area covers approximately 752 square miles throughout Orange County. The transit system includes fixed route bus service (including 59 local, intracounty and intercounty express routes), ACCESS special needs service and Metrolink train service. In an area where transit use by many is an option, rather than a necessity, it is especially important for OCTA to keep the public informed on its services and changes that occur in routing and scheduling.

OCTA reaches out to Orange County residents, as well as current customers with various printed collateral materials throughout the year to provide information and updates to their services and programs. OCTA's Marketing Department is responsible for creating these customer communications and require the assistance of a Contractor to print, stitch, package, and deliver the various marketing collateral materials as they relate to bus and general OCTA customer communications. Contractor shall work directly with OCTA's Marketing Department and shall be responsible for all printing projects, either by having internal capabilities or by subcontracting for individual tasks. Contractor shall be responsible for assuring all work performed by subcontractors are performed thoroughly, accurately and in a timely manner.

SCOPE OF SERVICES

OCTA maintains an in-house printing facility that can accommodate four (4)-color printed pieces up to 13"x18" paper size. Occasionally the in-house printing facility cannot accommodate the workload or print requirements required, and these jobs need to be sent to an outside printer. Contractor shall provide printing services for jobs not accommodated by the OCTA in-house printing facility.

Currently OCTA produces a variety of printed materials ranging in color from 1-4 colors, and in quantities ranging from 500 to 50,000. The types of printed materials can range from a corporate annual report to 16-page brochures and to slim-jim style brochures. In addition to fulfillment of printed materials, Contractor shall supply OCTA's in-house printing facility with film negatives for printing projects. All print projects will require a formal estimate for approval, digital color proofs, and on occasion, OCTA staff may attend a press check. All print jobs will require multiple delivery locations, as well as samples to the project manager prior to job delivery.

All print projects will be provided to Contractor as digital mechanicals for use in final printing. OCTA uses both the macOS platform and Adobe Creative Cloud apps to produce all print materials. The digital mechanicals will be supplied as either high-resolution PDF files or as native InDesign, Illustrator or Photoshop files. All file transfers are electronically

via Dropbox. Contractor shall be Mac-compatible, have electronic prepress capabilities, and have the ability to produce both blueline and color proofs, if necessary.

Due to internal resource limitations, Contractor shall also be required to provide mail house and data entry/tabulation services.

Minimum Requirements Needed:

- 1- to 6-color lithographic printing.
- Digital press printing for small quantity jobs of 250 to 500 pieces for cost efficiencies. Provide short run print projects within a 24- to 48-hour period.
- Digital variable data printing capability, which would include multiple areas of unique information on various sides and/or pages of the document.
- Standard turnaround on print jobs shall be five (5) working days, maximum turn on any one project would be no more than ten (10) business days from receipt of digital mechanical to delivery.
- Ability to turn rush jobs in seventy-two (72) hours or less when needed.
- Ability to manage multiple print projects at the same time (could be between 3-7 unique print jobs) in the maximum turn time of ten (10) business days.
- Ability to print and distribute direct mail projects from door hangers to variable data in-home delivery and USPS Every Door Direct Mail with quantities ranging from 30,000 – 120,000.
- Ability to provide mail house services such as distribution of direct mail print pieces, receipt and fulfillment of direct mail offers and data entry.
- Ability to produce, deliver or accept files from the following software:
 - Adobe Creative Suite
 - High resolution PDF
 - Microsoft Office (Word, Excel and / or PowerPoint)
 - FTP or Dropbox electronic file transfer

PRINT PROJECT SPECIFICATIONS

Types of printing projects typically required may include, but are not limited to, the following projects. The list below is not intended to be comprehensive. The actual print projects will vary depending on marketing campaign goals and objectives.

- **Target Market Direct Mail**
 - Print specs:
 - Quantity: 60,000
 - Flat size: 11.5 in x 13 in
 - Folded size: 11.5 in x 6.5 in
 - Colors: 4/4, full bleed
 - Stock: 80# dull cover
 - Bindery: trim, score, fold, carton pack
 - Fulfillment requirements: Download and standard database conversion.
USPS Every Day Direct Mail preparation based on OCTA supplied postal

routes. Prepare reports and deliver to USPS in Costa Mesa, CA. Postage supplied by OCTA.

Target Market Direct Mail

- *Print specs:*
 - Quantity: 60,000
 - Flat size: 11.5 in x 13 in
 - Folded size: 11.5 in x 6.5 in
 - Colors: 4/4, full bleed
 - Stock: 80# dull cover
 - Bindery: trim, score, fold, carton pack
- *Fulfillment requirements:* Download and standard database conversion. USPS Every Day Direct Mail preparation based on OCTA supplied postal routes. Prepare reports and deliver to USPS in Costa Mesa, CA. Postage supplied by OCTA.
- **Brochure #1**
 - *Print specs:*
 - Quantity: 25,000 or 50,000
 - Flat size: 18 in x 10 in
 - Folded size: 4.25 in x 10 in
 - Colors: 4/4, full bleed
 - Stock: 100# dull text
 - Bindery: trim, score, fold, carton pack
- **Brochure #2**
 - *Print specs:*
 - Quantity: 50,000 or 75,000
 - Flat size: 20 in x 9 in
 - Folded size: 4 in x 9 in
 - Colors: 2/2 + 1 PMS, full bleed
 - Stock: 100# dull book
 - Bindery: trim, score, accordion fold, carton pack
- **Brochure #3**
 - *Print specs:*
 - Quantity: 25,000 or 35,000 each of 2 brochures
 - Flat size: 26.25 in x 8.5 in
 - Folded size: 3.75 in x 8.5 in
 - Colors: 4/4, full bleed
 - Stock: 60# offset
 - Bindery: trim, accordion fold, carton pack
- **Out of Service Sign**
 - *Print specs:*
 - Quantity: 2,500 or 4,000
 - Flat size: 20 in x 28 in
 - Colors: 4/0, full bleed, fade resistant ink up to 6 months

- Stock: 24 pt C1S
 - Bindery: trim, die score, die cut ¼” holes (2 top, 2 bottom) skid pack
- **Interior Card**
Quantity of 550, 11 in x 24 in or 11 in x 30 in (provide pricing for both), printed four (4)-color, one side, full bleed all edges on 0.018 pt Carolina C1S. Trim, kraft wrap, and deliver.

DELIVERY

Final printed materials will be delivered to the main office as well as the four (4) bus bases and the USPS in Costa Mesa. Delivery addresses for OCTA are as follows:

- Main Office: 600 S. Main St., Orange, CA 92868
- Anaheim Base: 1717 E. Via Burton, Anaheim, CA 92806
- Garden Grove Base: 11790 Cardinal Circle, Garden Grove, CA 92843
- Santa Ana Base: 4301 W. MacArthur Blvd., Santa Ana, CA 92704
- Irvine Base: 14736 Sand Canyon Rd., Irvine, CA 92618

PROJECT MANAGEMENT

A member of the Marketing staff will be OCTA’s Project Manager and primary contact with the Firm. The Production Manager will approve all project estimates, schedules and work products.

EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET

Enter below the proposed price for each of the project specifications described in the Scope of Work, Exhibit A. Prices shall include direct costs, indirect costs, and profits. The Authority's intention is to award a time-and-expense contract. These are estimated quantities with no guaranteed usage.

Firm-Fixed Unit Prices

Description	Estimated Quantity	Initial Term Effective 7/1/22 through 6/30/25	First Option Term Effective 7/1/25 through 6/30/27	Second Option Term Effective 7/1/27 through 6/30/29
Direct Mail	60,000	\$	\$	\$
Brochure #1	25,000	\$	\$	\$
Brochure #1	50,000	\$	\$	\$
Brochure #2	50,000	\$	\$	\$
Brochure #2	75,000	\$	\$	\$
Brochure #3	25,000	\$	\$	\$
Brochure #3	35,000	\$	\$	\$
Out of Service Sign	2,500	\$	\$	\$
Out of Service Sign	4,000	\$	\$	\$
Interior Cards – 11x24	550	\$	\$	\$
Interior Cards – 11x30	550	\$	\$	\$
Total Amount Each Term:		\$	\$	\$
Total Lump Sum:				\$

Note: For cost analysis purposes, please provide rates for the above print specifications.

Other Direct Costs

Type of ODC	Unit	Initial Term Effective 7/1/22 through 6/30/25	First Option Term Effective 7/1/25 through 6/30/27	Second Option Term Effective 7/1/27 through 6/30/29
1. Hourly Production Costs		\$	\$	\$
2. Hourly Data Entry Costs		\$	\$	\$
3. Delivery Charges 1 location (Will include the proofs and final delivery.)		\$	\$	\$
4. Delivery Charges 5 locations (Will include the proofs and final delivery)		\$	\$	\$

1. I acknowledge receipt of **RFP 2-2288** and Addenda No.(s) _____.
2. This offer shall remain firm for _____ days from the date of proposal.
(Minimum of 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

FACSIMILE # _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

DATE SIGNED _____

EXHIBIT C: PROPOSED AGREEMENT

EXHIBIT C

performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance or to future performance of such terms or conditions and CONTRACTOR's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

ARTICLE 2. AUTHORITY DESIGNEE

The Chief Executive Officer of AUTHORITY, or designee, shall have the authority to act for and exercise any of the rights of AUTHORITY as set forth in this Agreement.

ARTICLE 3. SCOPE OF WORK

A. CONTRACTOR shall perform the work necessary to complete in a manner satisfactory to AUTHORITY the services set forth in Exhibit A, entitled "Scope of Work," attached to and, by this reference, incorporated in and made a part of this Agreement. All services shall be provided at the times and places designated by AUTHORITY.

B. CONTRACTOR shall provide the personnel listed below to perform the above-specified services, which persons are hereby designated as key personnel under this Agreement.

Names**Functions**

C. No person named in paragraph B of this Article, or his/her successor approved by AUTHORITY, shall be removed or replaced by CONTRACTOR, nor shall his/her agreed-upon function or level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should the services of any key person become no longer available to CONTRACTOR, the resume and qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key person, unless CONTRACTOR is not provided with such notice by the departing employee. AUTHORITY

1 shall respond to CONTRACTOR within seven (7) calendar days following receipt of these qualifications
2 concerning acceptance of the candidate for replacement.

3 **ARTICLE 4. TERM OF AGREEMENT**

4 A. This Agreement shall commence on July 1, 2022 and shall continue in full force and effect
5 through June 30, 2025 ("Initial Term"), unless earlier terminated or extended as provided in this
6 Agreement.

7 B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement up to an
8 additional twenty-four (24) months, commencing July 1, 2025, and continuing through June 30, 2027
9 ("First Option Term"), and thereupon require CONTRACTOR to continue to provide services, and
10 otherwise perform, in accordance with Exhibit A, entitled "Scope of Work", and at the rates set forth in
11 Article 5, "Payment."

12 C. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement up to an
13 additional twenty-four (24) months, commencing July 1, 2027, and continuing through June 30, 2029
14 ("Second Option Term"), and thereupon require CONTRACTOR to continue to provide services, and
15 otherwise perform, in accordance with Exhibit A, entitled "Scope of Work", and at the rates set forth in
16 Article 5, "Payment."

17 D. AUTHORITY's election to extend the Agreement beyond the Initial Term shall not diminish its
18 right to terminate the Agreement for AUTHORITY's convenience or CONTRACTOR's default as provided
19 elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extending from
20 July 1, 2022 through June 30, 2029, which period encompasses the Initial Term, First Option Term and
21 Second Option Term.

22 **ARTICLE 5. PAYMENT**

23 A. For CONTRACTOR's full and complete performance of its obligations under this Agreement
24 and subject to the maximum cumulative payment obligation provisions set forth in Article 6, AUTHORITY
25 shall pay CONTRACTOR on a time-and-expense basis in accordance with the following provisions.

26 B. CONTRACTOR shall invoice AUTHORITY on a monthly basis for payments corresponding

EXHIBIT C

1 to the work actually completed by CONTRACTOR. Work completed shall be documented in a monthly
2 progress report prepared by CONTRACTOR, which shall accompany each invoice submitted by
3 CONTRACTOR. AUTHORITY shall pay CONTRACTOR at the rates specified in Exhibit B, entitled "Price
4 Summary Sheet," which is attached to and by this reference, incorporated in and made a part of this
5 Agreement. These rates shall remain fixed for the term of this Agreement and are acknowledged to
6 include CONTRACTOR's overhead costs, general costs, administrative costs and profit. CONTRACTOR
7 shall also furnish such other information as may be requested by AUTHORITY to substantiate the validity
8 of an invoice. At its sole discretion, AUTHORITY may decline to make full payment until such time as
9 CONTRACTOR has documented to AUTHORITY's satisfaction that CONTRACTOR has fully completed
10 all work required. AUTHORITY's payment in full shall constitute AUTHORITY's final acceptance of
11 CONTRACTOR's work.

12 C. Invoices shall be submitted by CONTRACTOR on a monthly basis and shall be submitted in
13 duplicate to AUTHORITY's Accounts Payable office. CONTRACTOR may also submit invoices
14 electronically to AUTHORITY's Accounts Payable Department at vendorinvoices@octa.net. Each invoice
15 shall be accompanied by the monthly progress report specified in paragraph B of this Article.
16 AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each
17 invoice. Each invoice shall include the following information:

- 18 1. Agreement No. C-2-2288;
- 19 2. Specify the effort for which the payment is being requested;
- 20 3. The time period covered by the invoice;
- 21 4. Labor (staff name, hours charged, hourly billing rate, current charges, and cumulative
22 charges) performed during the billing period;
- 23 5. Total monthly invoice (including project-to-date cumulative invoice amount);
- 24 6. Itemized expenses including support documentation incurred during the billing period;
- 25 7. Monthly Progress Report;
- 26 8. Certification signed by the CONTRACTOR or his/her designated alternate that a) The

EXHIBIT C

1 invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup
2 information included with the invoice is true, complete and correct in all material respects; c) All payments
3 due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to
4 subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The
5 invoice does not include any amount which CONTRACTOR intends to withhold or retain from a
6 subcontractor or supplier unless so identified on the invoice.

7 9. Any other information as agreed or requested by AUTHORITY to substantiate the
8 validity of an invoice.

9 **ARTICLE 6. MAXIMUM OBLIGATION**

10 Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and
11 CONTRACTOR mutually agree that AUTHORITY's maximum cumulative payment obligation (including
12 obligation for CONTRACTOR's profit) shall be _____ Dollars (\$_____.00) which shall include all amounts
13 payable to CONTRACTOR for its subcontracts, leases, materials and costs arising from, or due to
14 termination of, this Agreement.

15 **ARTICLE 7. NOTICES**

16 All notices hereunder and communications regarding the interpretation of the terms of this
17 Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing
18 said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid and
19 addressed as follows:

20 /

21 /

22 /

23 /

24 /

25 /

26 /

EXHIBIT C

To CONTRACTOR:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Yvette Crowder

Title:

Title: Senior Contract Administrator

Phone:

Phone: (714) 560 - 5616

Email:

Email: ycrowder@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

A. CONTRACTOR's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. CONTRACTOR's personnel performing services under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees of CONTRACTOR and not employees of AUTHORITY. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

B. Should CONTRACTOR's personnel or a state or federal agency allege claims against AUTHORITY involving the status of AUTHORITY as employer, joint or otherwise, of said personnel, or allegations involving any other independent contractor misclassification issues, CONTRACTOR shall defend and indemnify AUTHORITY in relation to any allegations made.

ARTICLE 9. INSURANCE

A. CONTRACTOR shall procure and maintain insurance coverage in full force and effect during the entire term of the Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. CONTRACTOR shall provide the following insurance coverage:

1. Commercial General Liability, to include Products/Completed Operations,

EXHIBIT C

1 Independent Contractors', Contractual Liability, Advertising (if applicable to Scope of Work) and Personal
2 Injury Liability, and Property Damage with a minimum limit of \$1,000,000 per occurrence, \$2,000,000
3 general aggregate and \$2,000,000 Products/Completed Operations aggregate;

4 2. Automobile Liability Insurance to include owned, hired and non-owned autos with
5 a combined single limit of \$1,000,000 for each accident;

6 3. Workers' Compensation with limits as required by the State of California including
7 a Waiver of Subrogation in favor of AUTHORITY, its officers, directors and employees;

8 4. Employers' Liability with minimum limits of \$1,000,000 per accident, \$1,000,000
9 policy limit-disease, and \$1,000,000 policy limit employee-disease; and

10 5. Professional Liability with minimum limits of \$1,000,000 only if the CONTRACTOR
11 is required by contract or law to be licensed or specially certified and AUTHORITY is relying on
12 performance based on that specialty license or certification.

13 B. Proof of such coverage, in the form of a certificate of insurance and an insurance policy
14 blanket additional insured endorsement, designating the AUTHORITY, its officers, directors and
15 employees as additional insureds on general liability and automobile liability, as required by Agreement.
16 Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days from the
17 effective date of the Agreement and prior to commencement of any work. Such insurance shall be
18 primary and non-contributive to any insurance or self-insurance maintained by the AUTHORITY.
19 Furthermore, AUTHORITY reserves the right to request certified copies or review all related insurance
20 policies, in response to a related loss.

21 C. CONTRACTOR shall include on the face of the certificate of insurance the Agreement
22 Number C-2-2288 and, the Senior Contract Administrator's Name, Yvette Crowder.

23 D. CONTRACTOR shall also include in each subcontract, the stipulation that subconsultants
24 shall maintain insurance coverage in the amounts required of CONTRACTOR as provided in the
25 Agreement. Subconsultants will be required to include AUTHORITY as additional insureds on the
26 Commercial General Liability, and Auto Liability insurance policies.

EXHIBIT C

1 E. Insurer must provide AUTHORITY with at least thirty (30) days' prior notice of cancellation or
2 material modification of coverage, and ten (10) days' prior notice for non-payment of premium.

3 **ARTICLE 10. ORDER OF PRECEDENCE**

4 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:
5 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of
6 RFP 2-2288; (3) CONTRACTOR's proposal dated ____; and (4) all other documents, if any, cited herein
7 or incorporated by reference.

8 **ARTICLE 11. CHANGES**

9 By written notice or order, AUTHORITY may, from time to time, order work suspension and/or
10 make changes in the general scope of this Agreement, including, but not limited to, the services furnished
11 to AUTHORITY by CONTRACTOR as described in the Scope of Work. If any such work suspension or
12 change causes an increase or decrease in the price of this Agreement, or in the time required for its
13 performance, CONTRACTOR shall promptly notify AUTHORITY thereof and assert its claim for
14 adjustment within ten (10) calendar days after the change or work suspension is ordered, and an
15 equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONTRACTOR
16 from proceeding immediately with the Agreement as changed.

17 **ARTICLE 12. DISPUTES**

18 A. Except as otherwise provided in this Agreement, when a dispute arises between
19 CONTRACTOR and AUTHORITY, the project managers shall meet to resolve the issue. If project
20 managers do not reach a resolution, the dispute will be decided by AUTHORITY's Director of Contracts
21 Administration and Materials Management (CAMP), who shall reduce the decision to writing and mail or
22 otherwise furnish a copy thereof to CONTRACTOR. The decision of the Director, CAMP, shall be the
23 final and conclusive administrative decision.

24 B. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with
25 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,
26 CAMP. Nothing in this Agreement, however, shall be construed as making final the decision of any

1 AUTHORITY official or representative on a question of law, which questions shall be settled in
2 accordance with the laws of the State of California.

3 **ARTICLE 13. TERMINATION**

4 A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or part,
5 by giving CONTRACTOR written notice thereof. Upon said notice, AUTHORITY shall pay
6 CONTRACTOR its allowable costs incurred to date of termination and those allowable costs determined
7 by AUTHORITY to be reasonably necessary to effect such termination. Thereafter, CONTRACTOR shall
8 have no further claims against AUTHORITY under this Agreement.

9 B. In the event either Party defaults in the performance of any of their obligations under this
10 Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the
11 option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Upon
12 receipt of such notice, CONTRACTOR shall immediately cease work, unless the notice from
13 AUTHORITY provides otherwise. Upon receipt of the notice from AUTHORITY, CONTRACTOR shall
14 submit an invoice for work and/or services performed prior to the date of termination. AUTHORITY shall
15 pay CONTRACTOR for work and/or services satisfactorily provided to the date of termination in
16 compliance with this Agreement. Thereafter, CONTRACTOR shall have no further claims against
17 AUTHORITY under this Agreement. AUTHORITY shall not be liable for any claim of lost profits or
18 damages for such termination.

19 **ARTICLE 14. INDEMNIFICATION**

20 A. CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY, its
21 officers, directors, employees and agents (indemnities) from and against any and all claims (including
22 attorneys' fees and reasonable expenses for litigation or settlement) for any loss or
23 damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent
24 acts, omissions or willful misconduct by CONTRACTOR, its officers,
25 directors, employees, agents, subconsultants or suppliers in connection with or arising out of the
26 performance of this Agreement.

ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of AUTHORITY. Consent by AUTHORITY shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

B. AUTHORITY hereby consents to CONTRACTOR's subcontracting portions of the Scope of Work to the parties identified below for the functions described in CONTRACTOR's proposal. CONTRACTOR shall include in the subcontract agreement the stipulation that CONTRACTOR, not AUTHORITY, is solely responsible for payment to the subcontractor for the amounts owing and that the subcontractor shall have no claim, and shall take no action, against AUTHORITY, its officers, directors, employees or sureties for nonpayment by CONTRACTOR.

Subcontractor Name/Addresses**Subcontractor Functions****ARTICLE 16. AUDIT AND INSPECTION OF RECORDS**

CONTRACTOR shall provide AUTHORITY, or other agents of AUTHORITY, such access to CONTRACTOR's accounting books, records, payroll documents and facilities, as AUTHORITY deems necessary. CONTRACTOR shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CONTRACTOR's performance hereunder and for a period of four (4) years from the date of final payment by AUTHORITY. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors identified in Article 15 of this Agreement. CONTRACTOR shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

/

/

ARTICLE 17. CONFLICT OF INTEREST

CONTRACTOR agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, the CONTRACTOR is unable, or potentially unable to render impartial assistance or advice to the AUTHORITY; CONTRACTOR's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or the CONTRACTOR has an unfair competitive advantage. CONTRACTOR is obligated to fully disclose to the AUTHORITY in writing Conflict of Interest issues as soon as they are known to the CONTRACTOR. All disclosures must be submitted in writing to AUTHORITY pursuant to the Notice provision herein. This disclosure requirement is for the entire term of this Agreement.

ARTICLE 18. CODE OF CONDUCT

CONTRACTOR agrees to comply with the AUTHORITY's Code of Conduct as it relates to Third-Party contracts which is hereby referenced and by this reference is incorporated herein. CONTRACTOR agrees to include these requirements in all of its subcontracts.

ARTICLE 19. PROHIBITION ON PROVIDING ADVOCACY SERVICES

CONTRACTOR and all subconsultants performing work under this Agreement, shall be prohibited from concurrently representing or lobbying for any other party competing for a contract with AUTHORITY, either as a prime consultant or subconsultant. Failure to refrain from such representation may result in termination of this Agreement.

ARTICLE 20. FEDERAL, STATE AND LOCAL LAWS

CONTRACTOR warrants that in the performance of this Agreement, it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder.

ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY

In connection with its performance under this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that

EXHIBIT C

employees are treated during their employment, without regard to their race, religion, color, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE 22. PROHIBITED INTERESTS

CONTRACTOR covenants that, for the term of this Agreement, no director, member, officer or employee of AUTHORITY during his/her tenure in office or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 23. OWNERSHIP OF REPORTS AND DOCUMENTS

A. The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to and become the property of AUTHORITY. Copies may be made for CONTRACTOR's records but shall not be furnished to others without written authorization from AUTHORITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by AUTHORITY.

B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to CONTRACTOR in connection with the performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any purposes other than the performance under this Agreement, nor be disclosed to an entity not connected with the performance of the project. CONTRACTOR shall comply with AUTHORITY's policies regarding such material. Nothing furnished to CONTRACTOR, which is otherwise known to CONTRACTOR or is or becomes generally known to the related industry shall be deemed confidential. CONTRACTOR shall not use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without the express written consent of AUTHORITY.

C. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be released by CONTRACTOR to any other person or agency except after prior written approval by

EXHIBIT C

1 AUTHORITY, except as necessary for the performance of services under this Agreement. All press
2 releases, including graphic display information to be published in newspapers, magazines, etc., are to be
3 handled only by AUTHORITY unless otherwise agreed to by CONTRACTOR and AUTHORITY.

4 **ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT**

5 A. In lieu of any other warranty by AUTHORITY or CONTRACTOR against patent or copyright
6 infringement, statutory or otherwise, it is agreed that CONTRACTOR shall defend at its expense any
7 claim or suit against AUTHORITY on account of any allegation that any item furnished under this
8 Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes
9 upon any presently existing U.S. letters patent or copyright and CONTRACTOR shall pay all costs and
10 damages finally awarded in any such suit or claim, provided that CONTRACTOR is promptly notified in
11 writing of the suit or claim and given authority, information and assistance at CONTRACTOR's expense
12 for the defense of same. However, CONTRACTOR will not indemnify AUTHORITY if the suit or claim
13 results from: (1) AUTHORITY's alteration of a deliverable, such that said deliverable in its altered form
14 infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in
15 combination with other material not provided by CONTRACTOR when such use in combination infringes
16 upon an existing U.S. letters patent or copyright.

17 B. CONTRACTOR shall have sole control of the defense of any such claim or suit and all
18 negotiations for settlement thereof. CONTRACTOR shall not be obligated to indemnify AUTHORITY
19 under any settlement made without CONTRACTOR's consent or in the event AUTHORITY fails to
20 cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at
21 CONTRACTOR's expense. If the use or sale of said item is enjoined as a result of such suit or claim,
22 CONTRACTOR, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell
23 said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and
24 copyright indemnity thereto.

25 /

26 /

ARTICLE 25. FINISHED AND PRELIMINARY DATA

A. All of CONTRACTOR's finished technical data, including but not limited to illustrations, photographs, tapes, software, software design documents, including without limitation source code, binary code, all media, technical documentation and user documentation, photoprints and other graphic information required to be furnished under this Agreement, shall be AUTHORITY's property upon payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary restriction except as elsewhere authorized in this Agreement. CONTRACTOR further agrees that it shall have no interest or claim to such finished, AUTHORITY-owned, technical data; furthermore, said data is subject to the provisions of the Freedom of Information Act, 5 USC 552.

B. It is expressly understood that any title to preliminary technical data is not passed to AUTHORITY but is retained by CONTRACTOR. Preliminary data includes roughs, visualizations, software design documents, layouts and comprehensives prepared by CONTRACTOR solely for the purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given for preparation of finished artwork. Preliminary data title and right thereto shall be made available to AUTHORITY if CONTRACTOR causes AUTHORITY to exercise Article 13, and a price shall be negotiated for all preliminary data.

ARTICLE 26. 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.

/

/

ARTICLE 27. HEALTH AND SAFETY REQUIREMENT

CONTRACTOR shall comply with all the requirements set forth in Exhibit __, Level 1 Health, Safety and Environment Specifications.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-2-2288 to be executed as of the date of the last signature below.

CONTRACTOR

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

By: _____

Darrell E. Johnson
Chief Executive Officer

APPROVED AS TO FORM:

By: _____

James M. Donich
General Counsel

APPROVED:

By: _____

Maggie McJilton
Executive Director
People and Community Engagement

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM

STATUS OF PAST AND PRESENT CONTRACTS FORM

On the form provided below, Offeror/Bidder shall list the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract.

A separate form must be completed for each contract. Offeror/Bidder shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value. Offeror/Bidder shall also provide a brief summary and the current status of the litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations. If the contract was terminated, list the reason for termination.

Offeror/Bidder shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of the bid. Each form must be signed by an officer of the Offeror/Bidder confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact Name:	Phone:
Project Award Date:	Original Contract Value:
Term of Contract:	
(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:	
(2) Summary and Status of contract:	
(3) Summary and Status of action identified in (1):	
(4) Reason for termination, if applicable:	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Name

Signature

Title

Date

EXHIBIT E: CAMPAIGN CONTRIBUTIONS FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use pending before the Board of Directors of the OCTA or any of its affiliated agencies. (Please see next page for definitions of these terms.)

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and California Code of Regulations, Title 2 Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

Was a campaign contribution made to any OCTA Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed subconsultants and/or agent/lobbyist? Yes _____ No _____

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- | | | |
|---|-----------|----------|
| <input type="radio"/> The Prime Contractor | Yes _____ | No _____ |
| <input type="radio"/> Subconsultant | Yes _____ | No _____ |
| <input type="radio"/> Agent/Lobbyist hired by Prime
to represent the Prime in this RFP | Yes _____ | No _____ |

Note: Under the State of California Government Code section 84308 and California Code of Regulations, Title 2, Section 18438, campaign contributions made by the Prime Contractor and the Prime Contractor's agent/lobbyist who is representing the Prime Contractor in this RFP must be aggregated together to determine the total campaign contribution made by the Prime Contractor.

Identify the Board Member(s) to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions, the name of the contributor, the dates of contribution(s) in the preceding 12 months and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

Print Firm Name

Print Name of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Mark A. Murphy, Chairman

Gene Hernandez, Vice Chairman

Lisa A. Bartlett, Director

Doug Chaffee, Director

Barbara Delgleize, Director

Andrew Do, Director

Katrina Foley, Director

Brian Goodell, Director

Patrick Harper, Director

Michael Hennessey, Director

Steve Jones, Director

Joseph Muller, Director

Tam Nguyen, Director

Vicente Sarmiento, Director

Harry S. Sidhu, Director

Donald P. Wagner, Director

EXHIBIT F: SAFETY SPECIFICATIONS

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements; each Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be applied for the safeguard of public and employees.

1.2 REGULATORY

- A. Injury/Illness Prevention Program
The Contractor shall comply with CCR Title 8, Section with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier

contractors, suppliers, and vendors. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

B. Substance Abuse Prevention Program

Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

C. Heat Illness Prevention Program

Contractor shall comply with CCR Title 8, Section, Section 3395, Heat Illness Prevention. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

D. Hazard Communication Program

Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable chemical products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

- a. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

E. Storm Water Pollution Prevention Plan

The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements. The program or plan if required by scope shall be provided to the Authority's Project Manager, upon request, within 72 hours.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:

1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
3. Incidents impacting the environment, i.e. spills or releases on Authority projects or property.
4. Outside Agency Inspections; agencies such as Cal/OSHA, DTSC, SCAQMD, State Water Resources Control Board, FTA, CPUC, EPA, USACE and similar agencies.

B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of

the public that arise from the performance of Authority contract work. An immediate verbal notice followed by an initial written incident investigation report shall be submitted to the Authority's Project Manager within 24 hours of the incident.

- C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos of the incident area, detailed description of what happened, Photos of the existing conditions and area of the injury/incident, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury, copy of Cal/OSHA 300 log of work related injuries and illnesses, the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.
- D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.
 - 1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
 - 2. Serious Incident: includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.
 - 3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.
 - 4. Significant Near Miss Incident: includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

- A. Upon contract award, the contractor within 10 business days shall designate a health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.
- B. This person shall be a competent or qualified individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards (Cal/OSHA) and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.

1.5 PERSONAL PROTECTIVE EQUIPMENT

- A. The Contractor, its subcontractors, suppliers, and employees are required to comply with applicable personal protective equipment (PPE) requirements while performing work at any Authority project or property. Generally minimum PPE requirements include eye protection; hearing protection, head protection, class 2 or 3 safety reflective vests, and appropriate footwear.
- B. The Contractor, its subcontractors, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects or property. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

1.6 REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. FCR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. Construction Industry Institute (CII)
- E. OCTA Yard Safety Rules

END OF SECTION

EXHIBIT G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

The following form shall be completed for each technical and/or contractual exception or deviation that is submitted by Offeror for review and consideration by Authority. The exception and/or deviation must be clearly stated along with the rationale for requesting the exception and/or deviation. If no technical or contractual exceptions or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted Authority’s technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit this form or any contractual exceptions and/or deviation after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

Offeror:_____

RFP No.:_____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

- Scope of Work (Technical) _____
- Proposed Agreement (Contractual) _____

Reference Section/Exhibit: _____ Page/Article No. _____

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only: