

REQUEST FOR PROPOSALS (RFP) 6-1614

GRAPHIC DESIGN AND MAIL HOUSE 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:	February 9, 2017
Question Submittal Date:	February 23, 2017
Proposal Submittal Date:	March 15, 2017

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NOTICE OF REQUEST FOR PROPOSALS

(RFP): 6-1614: "GRAPHIC DESIGN AND MAIL HOUSE SERVICES"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to provide graphic design and mail house services on an as-needed basis.

The budget for this project is \$75,000 for the initial three-year term.

Proposals must be received in the Authority's office at or before 2:00 p.m. on March 15, 2017.

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Laiken Gabbert, Senior Contract Administrator**

Proposals delivered using the U.S. Postal Service shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management
P.O. Box 14184
Orange, California 92863-1584
Attention: Laiken Gabbert, Senior Contract Administrator**

Proposals and amendments to proposals received after the date and time specified above will be returned to the Offerors unopened.

Firms interested in obtaining a copy of this Request for Proposals (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 6-1614, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes 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	Graphic Arts Design Services (Not Printing)
	Direct Mail Services
	Graphic Production Services
	Mailhouse Services
	Promotional Items

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. 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.

B. 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.

C. AUTHORITY CONTACT

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

Laiken Gabbert, Senior Contract Administrator
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560. 5615, Fax: 714.560.5792
Email: lgabbert@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 consultant 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.

D. 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 D.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 must be put in writing and must be received by the Authority no later than 5:00 p.m., on February 23, 2017.
- B. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- C. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, Lobby Receptionist, Orange, California 92868.
 - (3) Facsimile: (714) 560-5792.
 - (4) Email: lgabbert@octa.net

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than March 1, 2017. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via U.S. Mail by emailing or faxing the request to Laiken Gabbert, Senior Contract Administrator.

To receive email notification of Authority responses when they are posted on CAMM NET, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes 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
Graphic Arts Design Services
(Not Printing)
Direct Mail Services
Graphic Production Services
Mailhouse Services
Promotional Items

Inquiries received after 5:00 p.m. on February 23, 2017 will not receive a response.

E. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be received in the Authority's office at or before 2:00 p.m. on March 15, 2017.

Proposals received after the above-specified date and time will be returned to Offerors unopened.

2. Address

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management (Camm)
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Laiken Gabbert, Senior Contract Administrator**

Or proposals delivered using the U.S. Postal Services shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management (Camm)
P.O. Box 14184
Orange, California 92863-1584
Attention: Laiken Gabbert, Senior Contract Administrator**

3. Identification of Proposals

Offeror shall submit an **original and 3 copies** of its proposal in a sealed package, addressed as shown above in E.2. The outer envelope must show

the Offeror's name and address and clearly marked with RFP number. In addition to the above, Proposers shall also include one (1) electronic copy of their entire RFP submittal package in "PDF" format, on a CD, DVD, or flash drive.

4. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be with fully burdened labor rates and anticipated expenses for work specified in the scope of work, included in the RFP as Exhibit A. The agreement will have a three-year initial term and a two-year option term.

K. 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.

L. 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 and submitted on 8½" x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11" x 17" format. 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 Laiken Gabbert, 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.

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 in the specified tasks 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 work 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 sample activities that would be undertaken in completing the work and specify who would perform them.
- (3) Furnish a sample project schedule for completing the work in terms of elapsed weeks.
- (4) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
- (5) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.

- (6) 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.
- (7) Provide samples of graphic designs for similar projects. Samples should be included with the original proposal and each proposal copy. Paper samples, not CDs, should be provided.

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 labor 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. 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. Offeror is required to submit one copy of the completed form(s) as part of its proposals and it should be included in only the original proposal.

2. 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 original 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 30%**
 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; 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.
- 4. Cost and Price 20%**
 Reasonableness of the 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.

At the conclusion of the proposal evaluations, 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 Authority's management the Offeror whose proposal is most advantageous to the Authority.

C. AWARD

The Authority may 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.

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

Graphic Design and Mail House Services for Community Transportation Services

Background

The Orange County Transportation Authority (OCTA) provides specialized transportation services, known as ACCESS, for people who are unable to use regular bus service due to limitations from a disability. The Community Transportation Services (CTS) Department manages the ACCESS program and other transportation programs for seniors and persons with disabilities.

Maintaining a “customer first” focus is a priority for OCTA; establishing and maintaining customer communication is vital. CTS is responsible for publishing *The Transit Connection* – a newsletter for ACCESS customers to provide quarterly updates and information on OCTA programs and services (see Exhibit G). Additional communication pieces such as notices, fliers, brochures, and training materials may also be requested on an as-needed basis.

Graphic Design Objectives

Consultant must provide graphic design services to:

- Creatively support OCTA’s efforts to provide transportation programs and services for seniors and persons with disabilities.
- Enhance the perception of OCTA and its programs and services with professionally styled written communications.
- Seek innovative and cost-effective methods for communicating OCTA’s ACCESS programs and services.

Scope of Services

Consultant shall assist OCTA with the communication of ACCESS transit services and issues. Consultant shall provide graphic design services for *The Transit Connection* newsletter and may also be asked to provide graphic design services for other projects and assignments on an as-needed basis.

Following are examples of additional graphic design assignments which may be requested:

- Brochures
- Fliers
- Fact Sheets
- Signage
- Advertising
- Letter

At the conclusion of any project, OCTA will own all materials produced and Consultant shall waive any rights to ownership or copyright of materials produced. At the completion of the project, Consultant must provide OCTA with electronic copies of the work produced. Final design products must be in the following software with PDF and color proofs provided:

- Adobe Acrobat 6.0 [.pdf] or later
- Adobe Illustrator CS3 [.ai, .eps] or later
- Adobe InDesign CS3 or later
- Adobe Photoshop CS3 or later
- Microsoft Office 97 (Word, Excel, & PowerPoint) or later
- Ability for FTP transfer (OCTA has its own FTP site)

Printing of all collateral materials shall be coordinated by OCTA under separate contract or through in-house printing resources.

Consultant shall also provide mail house services for *The Transit Connection* newsletter and other projects as necessary. Mail house services shall include, but not be limited to, the following:

- Address printed pieces from database format
- Collate, fold, and stuff a variety of mail pieces
- Provide pick-up and delivery services
- Provide rush services as needed
- Use OCTA indicia and deliver to post office

EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET**REQUEST FOR PROPOSALS (RFP) 6-1614**

All rates include fully burdened labor rates and expenses including but not limited to all overhead, general (direct and indirect) costs, administrative costs, and profit.

Firm Name: _____

Job Function	Fully Burdened Hourly Rates Initial Term (07/01/17 – 06/30/20)	Fully Burdened Hourly Rates Option Term (07/01/20 – 06/30/22)
Account Planning and Research		
Concept Development		
Design and Layout		
Art Direction		
Photo Supervision		
Project Manager		
Copywriting		
Proofreading		
Media Planning and Buying		
Project Coordination		
Traffic Management		
Media Coordination		
Production Management		
Computer Production		
Stock Photo Research		

Other Labor Charges:

Other	Fully Burdened Hourly Rates Initial Term (07/01/17 – 06/30/20)	Fully Burdened Hourly Rates Option Term (07/01/20 – 06/30/22)
Courier Service		
Color Proofs (Cost per Page)		
Rush Charge		
CD Deliver (Cost per CD)		

Note: These rates were calculated using the named personnel's actual salary as of . Includes indirect rate of % and profit rate of % to develop fully burdened rates.

Sample Job #1 – Newsletter

Size: Folded to 5.5" x 8.5," self-mailer.
 Mail Quantity: 12,000.
 Data: ASCII data emailed to vendor.
 Postage: OCTA indicia out of Santa Ana.
 Task: Print address information and send to US Post Office in the most economical way.

Initial Term: 07/01/17 – 06/30/20**Rate Sheet**

Print	\$ <input type="text"/> per Thousand
Delivery to Santa Ana 92704	\$ <input type="text"/> Flat Rate
Converting Data	\$ <input type="text"/> per Thousand
Sorting/Bundling	\$ <input type="text"/> _____
Tabulation	\$ <input type="text"/> per Thousand
CASS Certification	\$ <input type="text"/> _____
Total Cost	\$ <input type="text"/> _____
Turnaround Time	<input type="text"/> Days

Option Term 1: 07/01/20 – 06/30/22**Rate Sheet**

Print	\$ <input type="text"/> per Thousand
Delivery to Santa Ana	\$ <input type="text"/> Flat Rate
Converting Data	\$ <input type="text"/> per Thousand
Sorting/Bundling	\$ <input type="text"/> _____
Tabulation	\$ <input type="text"/> per Thousand
CASS Certification	\$ <input type="text"/> _____
Total Cost	\$ <input type="text"/> _____
Turnaround Time	<input type="text"/> Days

Sample Job #2 – Letter

Project: Mail Letter with two inserts. Letter will be provided in alphabetical order by last name with two inserts for a total of 3 pages.

Size: 8.5" x 11" pages will need to be tri-folded and stuffed in a standard #10 envelope.

Mail Quantity: 25,000 total packages.

Data: 25,000 labels provided.

Postage: OCTA indicia out of Santa Ana.

Task: Collate, fold, insert, label, sort, and deliver to US Post Office.

Initial Term: 07/01/17 – 06/30/20 and Option Term: 07/01/20 – 06/30/22

Rate Sheet

(Job Collated)

Print	\$ <input type="text"/> per Thousand
Delivery to Santa Ana	\$ <input type="text"/> Flat Rate
Converting Data	\$ <input type="text"/> per Thousand
Sorting/Bundling	\$ <input type="text"/> _____
Tabulation	\$ <input type="text"/> _____
CASS Certification	\$ <input type="text"/> _____
Collate (3) 8.5" x 11" Letters and Fold in Thirds	\$ <input type="text"/> per Thousand
Insert Collated Pages (3) into #10 Envelopes	\$ <input type="text"/> per Thousand
Total Cost	\$ <input type="text"/> _____
Turnaround Time	<input type="text"/> Days

Initial Term: 07/01/17 – 06/30/20 and Optional Term: 07/01/20 – 06/30/22

Rate Sheet

(Job Not Collated)

Print	\$ <input type="text"/> per Thousand
Delivery to Santa Ana	\$ <input type="text"/> Flat Rate
Converting Data	\$ <input type="text"/> per Thousand
Sorting/Bundling	\$ <input type="text"/> _____
Tabulation	\$ <input type="text"/> _____
CASS Certification	\$ <input type="text"/> _____
Three Pages Folded and Inserted Separately (Not Collated)	\$ <input type="text"/> per Thousand
Insert Collated Letters (3) into #10 Envelopes	\$ <input type="text"/> per Thousand
Total Cost for No Collating	\$ <input type="text"/> _____
Turnaround Time	<input type="text"/> Days

Additional Rate Information

Rush Costs – 48 hour	<input type="text"/> %
Minimum Charge	\$ <input type="text"/> _____

SCHEDULE II ----- OTHER DIRECT COSTS SCHEDULE

Type of ODC		Unit	Rate
1.			
2.			
3.			
4.			
5.			
6.			

1. I acknowledge receipt of **RFP 6-1614** 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

PROPOSED AGREEMENT NO. C-6-1614**BETWEEN****ORANGE COUNTY TRANSPORTATION AUTHORITY****AND**

THIS AGREEMENT is effective this _____ day of _____, 2017, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), and , , , , (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, AUTHORITY requires assistance from CONSULTANT to provide graphic design and mail house services on an as-needed basis; and

WHEREAS, said work cannot be performed by the regular employees of AUTHORITY; and

WHEREAS, CONSULTANT has represented that it has the requisite personnel and experience, and is capable of performing such services; and

WHEREAS, CONSULTANT wishes to perform these services;

NOW, THEREFORE, it is mutually understood and agreed by AUTHORITY and CONSULTANT as follows:

ARTICLE 1. COMPLETE AGREEMENT

A. This Agreement, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of this Agreement between AUTHORITY and CONSULTANT and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.

B. AUTHORITY's failure to insist in any one or more instances upon CONSULTANT's performance of any terms or conditions of this Agreement shall not be construed as a waiver or

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

6 **ARTICLE 2. AUTHORITY DESIGNEE**

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

9 **ARTICLE 3. SCOPE OF WORK**

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

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

16 **Names**

Functions

17
 18
 19
 20
 21 C. No person named in paragraph B of this Article, or his/her successor approved by
 22 AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or
 23 level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should the
 24 services of any key person become no longer available to CONSULTANT, the resume and qualifications
 25 of the proposed replacement shall be submitted to AUTHORITY for approval as soon as possible, but in
 26 no event later than seven (7) calendar days prior to the departure of the incumbent key person, unless

CONSULTANT is not provided with such notice by the departing employee. AUTHORITY shall respond to CONSULTANT within seven (7) calendar days following receipt of these qualifications concerning acceptance of the candidate for replacement.

ARTICLE 4. TERM OF AGREEMENT

A. This Agreement shall commence on July 1, 2017, and shall continue in full force and effect through June 30, 2020, unless earlier terminated or extended as provided in this Agreement.

B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement for an additional two (2) years, commencing July 1, 2020 and continuing through June 30, 2022, and thereupon require CONSULTANT to continue to provide services, and otherwise perform, in addition with Exhibit A and at the rates set forth in Article 5, "Payment."

C. AUTHORITY's election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for AUTHORITY's convenience or CONSULTANT's default as provided elsewhere in this agreement. The "maximum term" of this Agreement shall be the period extending from July 1, 2017 through June 30, 2022 which period encompasses the Initial Term and Option Term.

ARTICLE 5. PAYMENT

A. For CONSULTANT's full and complete performance of its obligations under this Agreement and subject to the maximum cumulative payment obligation provisions set forth in Article 6, AUTHORITY shall pay CONSULTANT on a Time and Expense basis in accordance with the following provisions.

B. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to the work actually completed by CONSULTANT. Work completed shall be documented in a monthly progress report prepared by CONSULTANT, which shall accompany each invoice submitted by CONSULTANT. AUTHORITY shall pay CONSULTANT at the rates specified in Exhibit B, entitled "Price Summary Sheet," which is attached to and by this reference, incorporated in and made a part of this Agreement. These rates shall remain fixed for the term of this Agreement and are acknowledged to include CONSULTANT's overhead costs, general costs, administrative costs and profit. CONSULTANT shall also furnish such other information as may be requested by AUTHORITY to substantiate the validity of an

1 invoice. At its sole discretion, AUTHORITY may decline to make full payment until such time as
 2 CONSULTANT has documented to AUTHORITY'S satisfaction, that CONSULTANT has fully completed
 3 all work required. AUTHORITY's payment in full shall constitute AUTHORITY's final acceptance of
 4 CONSULTANT's work.

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

- 11 1. Agreement No. C-6-1614 ;
- 12 2. Specify the effort for which the payment is being requested;
- 13 3. Labor (staff name, hours charged, hourly billing rate, current charges, and
 14 cumulative charges) performed during the billing period;
- 15 4. Total monthly invoice (including project-to-date cumulative invoice amount);
- 16 5. Monthly Progress Report;
- 17 6. Certification signed by the CONSULTANT or his/her designated alternate that a)
 18 The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup
 19 information included with the invoice is true, complete and correct in all material respects; c) All payments
 20 due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to
 21 subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The
 22 invoice does not include any amount which CONSULTANT intends to withhold or retain from a
 23 subcontractor or supplier unless so identified on the invoice.
- 24 7. Any other information as agreed or requested by AUTHORITY to substantiate the
 25 validity of an invoice.

ARTICLE 6. MAXIMUM OBLIGATION

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

ARTICLE 7. 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, returned receipt requested, postage prepaid and addressed as follows:

To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Laiken Gabbert

Senior Contract Administrator

(714) 560 - 5615

lgabbert@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

CONSULTANT's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. CONSULTANT's personnel performing services under this Agreement shall at all times be under CONSULTANT's exclusive direction and control and shall be employees of CONSULTANT and not employees of AUTHORITY. CONSULTANT 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

1 respecting them, such as social security, income tax withholding, unemployment compensation, workers'
2 compensation and similar matters.

3 **ARTICLE 9. INSURANCE**

4 A. CONSULTANT shall procure and maintain insurance coverage during the entire term of this
5 Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. CONSULTANT
6 shall provide the following insurance coverage:

7 1. Commercial General Liability, to include Products/Completed Operations,
8 Independent Contractors', Contractual Liability, and Personal Injury Liability, and Property Damage with a
9 minimum limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

10 2. Automobile Liability Insurance to include owned, hired and non-owned autos with a
11 combined single limit of \$1,000,000.00 each accident;

12 3. Workers' Compensation with limits as required by the State of California including a
13 waiver of subrogation in favor of AUTHORITY, its officers, directors, employees or agents;

14 4. Employers' Liability with minimum limits of \$1,000,000.00; and

15 B. Proof of such coverage, in the form of an insurance company issued policy endorsement and
16 a broker-issued insurance certificate, must be received by AUTHORITY prior to commencement of any
17 work. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days from
18 the effective date of this Agreement with the AUTHORITY, its officers, directors, employees and agents
19 designated as additional insured on the general and automobile liability. Such insurance shall be primary
20 and non-contributive to any insurance or self-insurance maintained by the AUTHORITY.

21 C. CONSULTANT shall include on the face of the Certificate of Insurance the Agreement Number
22 C-6-1614; and the name Laiken Gabbert, Senior Contract Administrator.

23 D. CONSULTANT shall also include in each subcontract the stipulation that subcontractors shall
24 maintain insurance coverage in the amounts required from CONSULTANT as provided in this Agreement.

25 E. CONSULTANT shall be required to immediately notify AUTHORITY of any modifications or
26 cancellation of any required insurance policies.

ARTICLE 10. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:

- (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 6-1614;
(3) CONSULTANT's proposal dated _____; (4) all other documents, if any, cited herein or
incorporated by reference.

ARTICLE 11. CHANGES

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

ARTICLE 12. DISPUTES

A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact
arising under this Agreement which is not disposed of by supplemental agreement shall be decided by
AUTHORITY's Director, Contracts Administration and Materials Management (CAMP), who shall reduce
the decision to writing and mail or otherwise furnish a copy thereof to CONSULTANT. The decision of the
Director, CAMP, shall be final and conclusive.

B. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with the
performance of this Agreement and in accordance with the decision of AUTHORITY's Director, CAMP.
This Disputes clause does not preclude consideration of questions of law in connection with decisions
provided for above. Nothing in this Agreement, however, shall be construed as making final the decision
of any AUTHORITY official or representative on a question of law, which questions shall be settled in
accordance with the laws of the State of California.

ARTICLE 13. TERMINATION

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

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

ARTICLE 14. INDEMNIFICATION

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

ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONSULTANT either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONSULTANT, without the prior written consent of AUTHORITY. Consent by

1 AUTHORITY shall not be deemed to relieve CONSULTANT of its obligations to comply fully with all terms
2 and conditions of this Agreement.

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

9 **Subcontractor Name/Addresses**

Subcontractor Function

10
11
12 **ARTICLE 16. AUDIT AND INSPECTION OF RECORDS**

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

22 **ARTICLE 17. CONFLICT OF INTEREST**

23 CONSULTANT agrees to avoid organizational conflicts of interest. An organizational conflict of
24 interest means that due to other activities, relationships or contracts, the CONSULTANT is unable, or
25 potentially unable to render impartial assistance or advice to the AUTHORITY; CONSULTANT's
26 objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or

1 the CONSULTANT has an unfair competitive advantage. CONSULTANT is obligated to fully disclose
2 to the AUTHORITY in writing Conflict of Interest issues as soon as they are known to the
3 CONSULTANT. All disclosures must be submitted in writing to AUTHORITY pursuant to the Notice
4 provision herein. This disclosure requirement is for the entire term of this Agreement.

5 **ARTICLE 18. CODE OF CONDUCT**

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

9 **ARTICLE 19. PROHIBITION ON PROVIDING ADVOCACY SERVICES**

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

14 **ARTICLE 20. FEDERAL, STATE AND LOCAL LAWS**

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

18 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

19 In connection with its performance under this Agreement, CONSULTANT shall not discriminate
20 against any employee or applicant for employment because of race, religion, color, sex, age or national
21 origin. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that
22 employees are treated during their employment, without regard to their race, religion, color, sex, age or
23 national origin. Such actions shall include, but not be limited to, the following: employment, upgrading,
24 demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other
25 forms of compensation; and selection for training, including apprenticeship.
26

ARTICLE 22. PROHIBITED INTERESTS

CONSULTANT 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 CONSULTANT'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 CONSULTANT 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. CONSULTANT shall comply with AUTHORITY's policies regarding such material. Nothing furnished to CONSULTANT, which is otherwise known to CONSULTANT or is or becomes generally known to the related industry shall be deemed confidential. CONSULTANT 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 CONSULTANT to any other person or agency except after prior written approval by AUTHORITY, except as necessary for the performance of services under this Agreement. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be handled only by AUTHORITY unless otherwise agreed to by CONSULTANT and AUTHORITY.

ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT

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

B. CONSULTANT shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. CONSULTANT shall not be obligated to indemnify AUTHORITY under any settlement made without CONSULTANT's consent or in the event AUTHORITY fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at CONSULTANT's expense. If the use or sale of said item is enjoined as a result of such suit or claim, CONSULTANT, 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 and copyright indemnity thereto.

ARTICLE 25. FINISHED AND PRELIMINARY DATA

A. All of CONSULTANT'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

1 as elsewhere authorized in this Agreement. CONSULTANT further agrees that it shall have no interest or
2 claim to such finished, AUTHORITY-owned, technical data; furthermore, said data is subject to the
3 provisions of the Freedom of Information Act, 5 USC 552.

4 B. It is expressly understood that any title to preliminary technical data is not passed to
5 AUTHORITY but is retained by CONSULTANT. Preliminary data includes roughs, visualizations, software
6 design documents, layouts and comprehensives prepared by CONSULTANT solely for the purpose of
7 demonstrating an idea or message for AUTHORITY's acceptance before approval is given for preparation
8 of finished artwork. Preliminary data title and right thereto shall be made available to AUTHORITY if
9 CONSULTANT causes AUTHORITY to exercise Article 11, and a price shall be negotiated for all
10 preliminary data.

11 **ARTICLE 26. FORCE MAJEURE**

12 Either party shall be excused from performing its obligations under this Agreement during the time
13 and to the extent that it is prevented from performing by an unforeseeable cause beyond its control,
14 including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products,
15 plants or facilities by the federal, state or local government; national fuel shortage; or a material act or
16 omission by the other party; when satisfactory evidence of such cause is presented to the other party, and
17 provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault
18 or negligence of the party not performing.

19 **ARTICLE 27. HEALTH AND SAFETY REQUIREMENT**

20 CONSULTANT shall comply with all the requirements set forth in Exhibit E, Level 1 Safety
21 Specifications.
22
23
24
25
26

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-6-1614 to be executed on the date first above written.

ORANGE COUNTY TRANSPORTATION AUTHORITY

By _____

Manager, Contracts and Procurement

By _____

General Counsel

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM

STATUS OF PAST AND PRESENT CONTRACTS FORM

On the form provided below, Offeror 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 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 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 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. Each form must be signed by an officer of the Offeror 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

Date

Title

Last Rev. 08/26/2015

EXHIBIT E: SAFETY SPECIFICATIONS

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Orange County Transportation Authority (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's 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 HSEC 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 the course of 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 achieved for the safeguard of public and workers.

1.2 INJURY AND ILLNESS PREVENTION PLAN

- A. The Contractor shall submit to the Authority, a copy of their company Injury and Illness Prevention Plan (IIPP) in accordance with 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.
- B. Contractor shall provide a copy of the Policy or Program of Company's Substance Abuse Prevention Policy that complies with the 1988 Drug Free Workplace Act.

1.3 HAZARD COMMUNICATION

- A. 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 MSDS for all applicable products used, if any.
- B. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

1.4 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents:
 - 1. Damage to Authority property (or incidents involving third party property damage);
 - 2. Reportable and/or Recordable injuries (as defined by the U.S. Occupational Safety and Health Administration);
 - 3. Incidents impacting the environment, i.e. spills or releases on Authority property.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the general public that arise from the performance of Authority contract work. An immediate verbal notice followed by a written incident investigation report shall be submitted to 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, 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 the task planning documentation, and the corrective action initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report acceptable to Authority.

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 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. Authority Construction Management Procedures Manual
- E. Authority Yard Safety Rules

END OF SECTION

EXHIBIT F: 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:

EXHIBIT G: SAMPLE NEWSLETTER



Orange County Transportation Authority
550 South Main Street
P.O. Box 14184
Orange, CA 92863 -1584

PRESORTED
STANDARD
U.S. POSTAGE PAID
SANTA ANA, CA
PERMIT NO. 985

RFP 6-1614 EXHIBIT G

THE TRANSIT CONNECTION

OCACCESS

2017 | Winter

Useful information for
ACCESS customers

OC Bus 360° Service Changes

On October 9, 2016 OCTA rolled out extensive changes to the OC Bus System. These changes are part of OC Bus 360°, a plan to optimize the efficiency and effectiveness of the overall bus system by introducing improvements, reallocating resources to meet demand and exploring new and alternative service options.



In some areas where ridership was low, bus routes have been discontinued to enhance the efficiency of the overall system. Routes 191 and 193 in San Clemente and Mission Viejo, route 175 in Irvine, routes 187 and 188 in Laguna Hills and route 20 that runs from La Habra to Yorba Linda have been eliminated. Route 26 was cut back on the east end to Yorba Linda Blvd at Rose Drive, but frequency was improved on the remainder of the route. Other routes that were partially reduced are routes 82 in Rancho Santa Margarita, route 85 in Laguna Niguel, and route 87 lost service on Saturday. A booklet describing a full list of all the routes that were either eliminated or modified was mailed out to those ACCESS passengers who were affected. Please go online to <http://www.octa.net/Bus/Routes-and-Schedules/Service-Improvements/October-2016-Service-Change/> for more detailed information or contact ACCESS Eligibility. These service reductions can affect your ACCESS service. With the elimination of these routes, you might now be out of the ACCESS service area. If you are now out of the service area, OCTA has several options available for you.

As a reminder, ACCESS is provided within a 3/4 mile corridor on either side, and during similar hours as, OCTA's regular fixed-route service (per Department of Transportation's (DOT) Rules and Regulations, 49 CFR, part 37.131(a)).

To listen to a recorded version of The Transit Connection in English or Spanish, please call 714-560-5608.

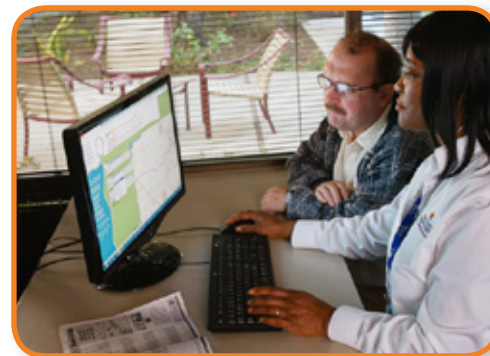
To report a new address, a change in your phone number, or to update your emergency contact information, please call 714-560-5956.

For ACCESS reservations and information, please call 1-877-OCTA-ADA (1-877-628-2232).



Online Booking is Here and Ready to Use!

OCTA's new online booking system gives you the flexibility to book or cancel your ACCESS ride, view your ride history and upcoming rides from anywhere using a computer or smartphone. The website address to start using online booking is <https://ocaccessonline.octa.net>. You will need your client ID number and your unique password. To receive your unique password, please contact OCTA Eligibility at 714-560-5956. The online booking system is available to use during the same hours as our phone reservations.



7 AM to 5 PM Monday through Friday, 8 AM to 5 PM Saturday, Sunday and Holidays. However, to cancel or check on your rides, you can access the online system at any time. Keep in mind that to avoid a late cancellation, you must cancel your previously booked trip at least one hour prior to the start of your 30-minute pickup window.

Available Options if you are out of the ACCESS Service Area

After the October 9, 2016 service changes, if you find you are now out of the ACCESS service area, OCTA has options for you. OCTA offers the Same-Day-Taxi Program to ACCESS eligible customers. You pay the ACCESS base fare of \$3.60 for a trip up to five miles; any additional costs above the five-mile trip are paid by the ACCESS customer. For example, for a four mile ride you would pay only the ACCESS base fare of \$3.60. For a ride eight miles long, you would pay the ACCESS base fare of \$3.60 plus the cost of the three miles beyond what is subsidized. This service is perfect for quick local trips to locations such as the pharmacy or shopping.



Some considerations and highlights of the Same-Day-Taxi Service:

- You must have current ACCESS eligibility to use this service.
- You book this service on the same day you wish to travel.
- You book through ACCESS reservations at 877-628-2232, ext. 7. For TDD call 800-564-4232.
- You can book your return trip at the same time you book your first trip for round-trip travel.
- This service is available from 7 AM to 8 PM 7 days per week.
- Payment is due upon boarding the taxi and ACCESS coupons are not accepted. Cash and credit cards can be used.
- Please be sure to let the ACCESS reservations operator know if you use a mobility device to ensure an accessible vehicle is dispatched for your trip.
- Please inform the ACCESS reservations operator if the trip is to transfer to or from ACCESS service.

Several cities have started their own transportation service to help residents travel to appointments and activities in their city. Please contact the city you reside in to find out if your city has additional options.

