



TO:

**ALL PARTIES QUALIFIED
TO PROVIDE PUBLIC RELATIONS
SERVICES**

Notice of Request for Proposals

Notice is hereby given, requesting proposals for the following:

1. **DATE RELEASED:** AUGUST 4, 2010
2. **TITLE:** PUBLIC RELATIONS FIRM SERVICES
3. **RFP NUMBER:** RFP-MKT11-4
4. **RFP DESCRIPTION:** *PROVIDE* professional assistance in the areas of public relations, strategic planning, media relations, community relations and stakeholder outreach in an effort to improve the overall awareness and image of Omnitrans *as documented in the RFP requirements and contract documents.*
5. **RFP DOCUMENTS AVAILABLE:** To participate in the RFP process, your company must register as a vendor at Omnitrans' website at www.omnitrans.org under **Category "Consulting Services – Public Relations"**. This will allow you to download the bid documents and receive notifications of activities pertaining to the RFP, such as amendments, awards and cancellations.
6. **RFP CLOSING TIME & DATE:** Proposals are due by Wednesday, September 8, 2010, at 3:00 p.m. The proposals must be in sealed envelopes marked with the RFP number, title and addressed to the attention of the Contracts Manager, Linda Warwick.
7. **QUESTIONS:**
Questions regarding this procurement must be in writing and directed to the Contracts Manager. Failure to comply with this requirement may result in your firm being disqualified from this competition.

CONTRACT ADMINISTRATION

Procurement Department
Contracts Manager, Linda Warwick
1700 W. Fifth Street
San Bernardino, CA 92411
(909) 379-7128
(909) 379-7107 FAX

PROJECT DEPARTMENT

Marketing
Director of Marketing, Wendy Williams
1700 W. Fifth Street
San Bernardino, CA 92411
(909) 379-7151
(909) 888-0524 FAX



Linda J. Warwick

Linda J. Warwick
Contracts Manager

Wendy Williams

Wendy Williams
Director of Marketing



SECTION 1.0

GENERAL INSTRUCTIONS FOR BID PREPARATION

RFP-MKT11-4 PUBLIC RELATIONS FIRM SERVICES

OMNITRANS
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1. RESPONSIBILITIES OF THE BIDDER

A. Examination of BID Documents

- 1) BIDDER shall be solely responsible for examining the enclosed BID documents. This includes any amendments issued during the BID period, and for informing itself with respect to any and all conditions that may in any way affect the amount or nature of the BID, or the performance of the services in the event BIDDER is awarded a contract.
- 2) No relief will be given for error or omission.

B. Interpretation of BID Documents

- 1) BIDDER may request of Omnitrans, in writing and prior to submission of the BID, clarification or interpretation of the BID documents. Where such interpretation or clarification requires a change in the BID documents, Omnitrans will issue an addendum.
- 2) BIDDER shall acknowledge receipt of any and all amendments on the *Acknowledgment of Amendments* form provided as part of this package.

C. Omitted Features

- 1) Any features omitted from the Specifications or Scope of Work that are clearly necessary for the completion of such provision of goods or services shall be considered a part of said Specifications or Scope of Work although not directly specified.
- 2) Any BIDDER discovering any such omission shall bring it to the attention of Omnitrans immediately upon their discovery, in writing. A request for clarification should be submitted.

D. Preparation of BID

- 1) The BID shall include all requirements as specified herein.
- 2) Where forms are provided, they shall be used to furnish the required information. BID forms shall be executed by an authorized official as described in *Signing of the Bid and or Authorization to Negotiate*. All BIDs shall be prepared by and at the expense of the BIDDER.

E. Modifications and Alternate BIDs

- 1) The BID must be submitted in strict conformity with the requirements of the BID documents. The BID shall be complete in itself and shall be submitted within a sealed enclosure in accordance with *Submission of Bid and Period of Acceptance* instructions herein.

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- 2) Bidders are cautioned to limit exceptions, conditions, limitations, or provisions, attached to a BID. These changes may cause rejection of the BID.
- 3) The BID should conform to the requirements contained herein. Bidders submitting conforming basic BIDs may submit alternate BIDs as complete separate offers, if the alternate BIDs offer technical improvements or modifications that are an overall benefit to Omnitrans. Omnitrans reserves the right to accept or reject any alternate BID.
- 4) **Requests for Approved Equals.** Written approval for any proposed substitution(s) must be obtained by the BIDDER prior to submitting the BID. Proposed substitutions not received, in writing, prior to the date shown in Section 3.0, Schedule on the Requests for Information Clarifications, Recommendations and Approved Equals form or a similar format provided in Section 5.0 of this RFP will not be considered. Any request must be fully supported with technical data, test results or other pertinent information as evidence that the substitute offered is equal to or better than that required by the Specifications.
- 5) **Written Requests for Clarification.** All clarification requests not received in writing using the form (or format) found in Section 5.0 on or before the date in the Schedule in Section 3.0 will not be considered.
- 6) Oral, telegraphic or telephonic requests for approved equals, requests for clarification or BIDs will not be considered.
- 7) All requests for approved equals, clarifications, or recommendations must be clearly identified with the BID Number and directed to:

Omnitrans
Contracts Manager
1700 West Fifth Street
San Bernardino, California 92411
909/ 379-7128
909/ 379-7107 FAX
- 8) Omnitrans will make a written determination of each BIDDER's request for approved equals or clarification, and the written response will be sent to all companies on the vendor list for the BID.

F. Signing of the BID and Authorization to Negotiate

- 1) BIDs shall be executed by BIDDER or by its authorized representative.

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- 2) BIDDER must identify persons authorized to negotiate on its behalf with Omnitrans in connection with this BID in the event of:
 - a) A single BID received;
 - b) BID specifically requires negotiations; or
 - c) Other matters that must be settled through the negotiation process.

G. Withdrawal of BIDs

- 1) A BID may be withdrawn by the BIDDER prior to the date and time for submittal of BIDs by means of a written request signed by the BIDDER or its properly authorized representative.
- 2) The written request must be delivered to the place stipulated in the BID Notice and in sufficient time to allow the orderly withdrawal of the BID.

H. Submission of BID and Period of Acceptance

- 1) BIDs shall be delivered to Omnitrans at the address shown on the BID Notice up to the date and time shown therein. It is the BIDDER's sole responsibility to see that its BID is received as stipulated.
- 2) BIDs may not be faxed.
- 3) BIDs may not be submitted by any other electronic means.
- 4) BIDs shall be delivered in a sealed envelope and marked as follows:

Attention: Contracts Manager
BID Due Date and Time;
BID Number;
BID Title; and
BIDDER's Company Name.
- 5) BIDs not marked as indicated above may be deemed non-responsive even if they had been received within the allotted time.
- 6) Alternate BIDs, if so authorized by Omnitrans, must follow the procedures above in addition to marking the bid:

Alternate bid (preferably adjacent to the BID number).
- 7) BIDs must be submitted as follows:

One (1) original; and
Three (3) copies marked "COPY".
- 8) BIDDER agrees to perform the requirements of this BID and any subsequent amendments, if its BID is accepted, within ninety (90) days from the date the BIDs are due as specified in the BID Notice.

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I. Requests for Additional Information

- 1) Contract award will be made to the BIDDER whose BID meets the requirements contained herein and is to the best advantage of Omnitrans.
- 2) Omnitrans may request the selected BIDDER to participate in negotiations and to submit such additional cost, technical or other revisions to its BID.
 - a) A single BID received;
 - b) BID specifically requires negotiations; or
 - c) Other matters that must be settled through the negotiation process.

2. OMNITRANS' RIGHTS

A. Omnitrans reserves the right to:

- 1) Reject any and all BIDs;
- 2) Reject conditional BIDs;
- 3) Issue subsequent RFP;
- 4) Cancel the entire RFP;
- 5) Remedy technical errors in the BID process;
- 6) Appoint evaluation committee to review BIDs;
- 7) Reassign evaluation committee members;
- 8) Seek the assistance of outside technical experts in BID evaluation;
- 9) Approve or disapprove the use of particular subcontractors;
- 10) Establish a short list of eligible bidders after reviewing BIDs;
- 11) Negotiate with any, all, or none of the bidders;
- 12) Solicit best and final offers from all or some of the bidders;
- 13) Award contract(s) for all or part of the Specifications or Scope of Work;
- 14) Award a contract to one or more bidders;
- 15) Accept other than the lowest offer;
- 16) Waive minor informalities and irregularities in BIDs.

B. Omnitrans may investigate the qualifications of any BIDDER

- 1) Upon request by Omnitrans, BIDDER shall provide:
 - a) Confirmation of information;
 - b) Additional evidence of qualifications; and

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- c) Other information as deemed necessary by Omnitrans.

C. RFP Does Not Obligate Omnitrans

- 1) This RFP does not commit Omnitrans to enter into a contract, nor does it obligate Omnitrans to pay for any costs incurred in preparation and submission of BIDs or in anticipation of a contract.
- 2) Omnitrans may elect to cancel or extend this RFP at its discretion.

D. Name and Nature of BIDDER's Legal Entity

- 1) The BIDDER is required to furnish a letter of organization at the time of the negotiation, setting forth the firm's members or officers and those persons authorized to sign legal documents.
- 2) BIDDER may attach additional information that is deemed necessary to fully inform Omnitrans of its legal entity.

E. Modifications to the RFP

- 1) Omnitrans reserves the right to revise or amend the RFP documents. Revisions or amendments, if any, will be posted on the Omnitrans website at www.omnitrans.org. The website will automatically send an email to all registered bidders that an amendment has been posted and they can download the amendment.
- 2) The *Acknowledgment of Amendments* form, provided in Section 5.0, Forms must be submitted with your BID.
- 3) The time and date BIDs are due may be postponed by such amendments.

3. PRICING

A. BID Submission Must Include ALL Costs

- 1) Prices submitted shall include all direct and indirect costs necessary to fully complete provision of the goods and or services required by the Request for Proposals.
- 2) These costs include, but are not limited to, labor, equipment, materials, applicable taxes, fees, delivery charges, and discounts, as required.
- 3) These costs include, but are not limited to: all conditions of the *Terms and Conditions*, the *Specifications* described therein; and all portions of the BID that are accepted and included in the contract award.
- 4) No additional costs will be considered. Any additional costs will be disallowed and the BIDDER hereby agrees, upon BID submittal, to bear any costs incurred which are not represented in the BID pricing.

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- 5) The BID prices are the only amounts considered for payment by Omnitrans irrespective of oversights, industry standard practices, lack of foresight, or governmental regulations or laws.

B. Price Discrepancies

- 1) In case of discrepancy between unit prices and totals, the unit prices shall prevail.
- 2) Errors made in unit prices will not be disallowed.

C. BID Submission Must be on the Forms Provided

- 1) Prices shall be submitted on the form(s) provided, signed by a duly authorized representative of the BIDDER and notarized.
- 2) Any attachments other than specified by Omnitrans, shall be deemed non-responsive and invalidate the BID.

4. DISQUALIFICATION OF BIDDERS

A. Unfair Competitive Advantage

- 1) Omnitrans participates in fair and open competition when contracting for the requirements of the agency, as dictated by the Federal Transit Administration.
- 2) Any person, firm, corporation, joint venture, or other interested party that has been compensated by Omnitrans or a contractor engaged by Omnitrans for assistance in preparing the RFP documents and or estimate, shall be considered to have gained an unfair competitive advantage in bidding. As such shall be precluded from submitting a BID.

B. Comptroller General's List of Ineligible Contractors

- 1) Any BIDDER whose name appears on the Excluded Parties List of ineligible Contractors for federally financed and assisted projects is not an eligible BIDDER.
- 2) All BIDDERS must submit the form in Section 5.0 regarding Comptroller General's List of Ineligible Contractors to have their BID considered.

5. CONFIDENTIALITY AND PUBLIC RECORDS ACT

A. Exclusive Property

- 1) Responses to this RFP shall become the exclusive property of Omnitrans and are subject to the California Public Records Act.
- 2) Those elements of each BID that are *trade secrets*, as the term is defined in Civil Code section 3426.1(d) or otherwise exempts by law from disclosure

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and which are prominently marked as *TRADE SECRET*, *CONFIDENTIAL* or *PROPRIETARY* may not be subject to disclosure.

B. Disclosure of Records

- 1) If disclosure is deemed to be required by law or by an order of the court, Omnitrans shall not, in any way, be liable or responsible for the disclosure of any such records including without limitation those so marked.
- 2) Any documents that are not marked "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY," will be made available.

C. Exemption from Disclosure may be deemed Unresponsive

- 1) Omnitrans will take into consideration, documents that the BIDDER deems exempt from disclosure, which must be marked "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY."
- 2) Bidders who indiscriminately identify all or most of their BIDs as exempt from disclosure without justification may be deemed unresponsive.

D. Indemnification of Omnitrans by Contractor

- 1) The BIDDER agrees to defend and indemnify Omnitrans in defending any action on a Public Records Act request for any of the contents of a BID marked *TRADE SECRET*, *CONFIDENTIAL* or *PROPRIETARY*.
- 2) BIDDER agrees to absorb all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

E. Public Interest

- 1) The public interest exemption of the California Public Records Act provides that an agency may withhold the disclosure of a record by showing that the public interest served by not making the record public clearly outweighs the public interest served by disclosure of the record.
- 2) To protect the integrity of the BID process, in most instances, price bids and information regarding the contents of a BID, will not be released or available to other bidders or the public until contract award is made by Omnitrans' Board of Directors and conclusion of any protests.

6. SOLICITATION PROTEST PROCEDURES

A. FTA's Non-involvement

- 1) Under certain circumstances, an interested party to a procurement may protest to Omnitrans the award of a contract that may or may not involve the direct application of funds from the FTA.

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- 2) The mere fact that Omnitrans is a recipient of FTA funds cannot be construed as evidence of FTA's involvement in a particular procurement.

B. Valid Complaints and Spurious Bid Protests

- 1) These procedures are intended to ensure that valid complaints are responded to and are properly handled.
- 2) Spurious BID protests may be subject to civil proceedings for the recovery of compensatory and or punitive damages.

C. Definitions

- 1) Additional Definitions may be included within this RFP.
- 2) **Agency:** refers to Omnitrans, a Joint Powers Authority, established under the laws of the State of California.
- 3) **BID:** as used herein, also includes the term *offer* or *proposal* as used in the context of negotiated procurements.
- 4) **Days:** refers to working days of Omnitrans when used in context with Omnitrans' BID protest procedures and refers to working days of the Federal Government when used in Context with FTA.
- 5) **Direct Economic Interest:** any party that would directly benefit economically from the award of bid.
- 6) **Exhaustion of Administrative Remedies at the Grantee Level:** any action or inaction on the part of Omnitrans that is prejudicial to the position taken in a written protest filed with Omnitrans. It may include, but is not limited to:
 - a) A final Agency decision on the merits of the protest.
 - b) A procurement action such as the award of a contract or rejection of a BID despite the pending protest.
 - c) Agency acquiescence and active support of continued substantial contract performance, despite the pending protest.
- 7) **FTA:** as used herein, refers to the U.S. Department of Transportation Federal Transit Administration.
- 8) **File or Submit:** refer to the date of *receipt* by Omnitrans and or FTA.
- 9) **Interested Party:** includes all actual or prospective bidders for a procurement. The term may also include a subcontractor or supplier at any tier who shows that he or she has a direct economic interest in a provision of the BID or of the interpretation of such a provision.

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- 10) **Local:** as used herein, refers to the County of San Bernardino and the State of California. When the word *local* is used in conjunction with the phrase *laws and regulations*, it is construed to mean only those laws or regulations associated with the provision of public mass transportation and the use of public funds. It is not construed to include the purchasing and or protest procedures used by either of the aforementioned entities.
- 11) **The Board:** as used herein, refers to the Board of Directors of Omnitrans.
- 12) **Violation of Federal Law or Regulation:** the infringement of any valid requirement imposed by Federal statute or regulation that governs the letting of contracts pursuant to a grant agreement. However, any protests involving a local matter and or determinations that are clearly within the discretionary powers of Omnitrans that include, but are not necessarily limited to: determinations of responsiveness and responsibility; the revision of specifications to incorporate the evaluation of life-cycle costing (LCC) factors in connection with any given procurement; and determinations regarding bonding requirements. In other words, the protester must be able to demonstrate or establish a clear violation of the prohibition against unduly exclusionary and restrictive specifications or a violation of the Buy America requirements.

D. Agency Level Protest Procedures, General Conditions.

- 1) Omnitrans' review of any protest will be limited to:
 - a) Violations of state or local laws or regulations;
 - b) Violations of Federal laws or regulations shall be under the jurisdiction of FTA;
 - c) Violations of Omnitrans' purchasing procedures; and
 - d) Violations of Omnitrans' protest procedures or failure to review a complaint or protest.
- 2) Protests must be filed with Omnitrans within three (3) days of the BID opening or BID closing date if the protest is on the following basis:
 - a) Restrictive or severely defective specifications; defective specifications must represent a material weakness that affords an undue advantage to one BIDDER over another.
 - b) Improprieties in any type of solicitation that are apparent prior to BID opening or BID closing date.

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- c) Protests must be filed with Omnitrans within three (3) days of the award of a contract arising from this BID if the protest is on the following basis:
 - (1) Omnitrans' failure to adhere to its purchasing procedures.
 - (2) Omnitrans' failure to adhere to its protest procedures.
- d) The initial protest filed with Omnitrans shall:
 - (1) Include the protester's name, address, and phone number;
 - (2) Identify the number of the solicitation contract;
 - (3) Contain a statement of the grounds for protest and any supporting documentation. The grounds for the protest must be supported to the fullest extent feasible. Additional materials in support of an initial protest will be considered only if filed within the time limits specified; and
 - (4) Indicate the ruling or relief desired from Omnitrans.
- e) No formal briefs or other technical forms of pleading or motion are required, but a protest and other submissions should be concise, logically arranged, clear, and legible.

E. Time for Filing

- 1) Protests shall be filed within the specified limits set forth in the specifications that are the subject of the procurement and must adhere strictly to any procedures specified therein. The time period established for the filing of protests as set forth in all such specifications will be controlling and will take precedence over a time period established herein.
- 2) A protest may be considered, even if the initial filing is late, in the following circumstances:
 - a) Good cause based on a compelling reason beyond the protester's control, whereby the lateness is due to the fault of Omnitrans in the handling of his/her protest submission;
 - b) Omnitrans determines the protest raised issues significant to a procurement practice or procedure;
 - c) The FTA directs Omnitrans to consider or reconsider a protest; and
 - d) A court of competent jurisdiction requests, expects, or otherwise expresses interest in Omnitrans' decision.

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F. Time for Submission of Additional Information

- 1) Additional information requested or required by Omnitrans from the protester or interested parties shall be submitted expeditiously.
- 2) In no case later than five (5) days after the receipt of such request unless specifically excepted by Omnitrans.

G. Confidentiality

- 1) Materials submitted by a protester will not be withheld from any interested party apart from Omnitrans or from any Government agency that may be involved in the protest, except to the extent that the withholding of information is permitted or required by law or regulation.
- 2) If the protester considers that the protest contains proprietary material, a statement must be affixed to the front page of the protest document and the alleged proprietary information must be so identified wherever it appears.

H. Furnishing Information on Protests

- 1) Omnitrans shall make available, upon request, to any interested party, information bearing on the substance of the protest that has been submitted by the protester, or interested parties.
- 2) Except to the extent that withholding of information is permitted or required by law or regulation.

I. Withholding of Award

- 1) When a protest has been filed before the contract award, Omnitrans will not make an award prior to the resolution of the protest.
- 2) When a protest has been filed before the opening date of BIDs or closing date of BIDs, Omnitrans will not open solicitations prior to the resolution of the protest.
- 3) When a protest has been filed after the award of a contract and prior to the resolution of the protest, Omnitrans will notify the Contractor to suspend activity.
- 4) The following exceptions apply to withholding of award:
 - a) The items to be procured are urgently required; or
 - b) Delivery or performance will be unduly delayed by failure to either make the award promptly or to continue with the procurement; or
 - c) Failure to make prompt award or to continue with the procurement will otherwise cause undue hardship to Omnitrans or other local, state or Federal governments.

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J. Protest Review, Level One

- 1) Upon receipt of a protest, the CEO/General Manager will create an ad hoc Agency Protest Review Panel to review all relevant materials associated with the protest. The Panel shall be composed of two representatives of Omnitrans appointed by the CEO/General Manager. The Panel shall determine the validity of the protest and what actions will be taken.
- 2) The Panel will prepare a written report within fifteen (15) days notifying the protester and interested parties of their findings, actions, and of the procedures for requesting reconsideration. The report shall include:
 - a) Copies of all relevant BIDs;
 - b) A copy of the BID including pertinent provisions of the specifications;
 - c) A copy of the abstract of BIDs;
 - d) Any other documentation that pertains to the protest, including correspondence with the bidders; and
 - e) A statement explaining its reasons and corresponding actions.
- 3) A conference on the merits of the protest with members of the Panel may be held at the request of the protester. The request for a conference should be made expeditiously as to not interfere with the resolution of the protest and in no case later than ten (10) days after the initial protest was filed.

K. Protest Review, Level Two

- 1) Reconsideration of a decision by Omnitrans may be requested by the protester or any interested party. The request for reconsideration shall contain a detailed statement of the factual and legal grounds upon which reversal or modification is deemed warranted, specifying any errors of law made or information not previously considered.
- 2) The request for the reconsideration of the Protest Review Panel's decision shall be filed with the CEO/General Manager within ten (10) days after the Panel issues its written report. The protest shall not be considered pending during the ten-day period specified in this paragraph.
- 3) Upon receipt of the request for reconsideration, the CEO/General Manager shall schedule an informal administrative hearing with the protester and the Protest Review Panel. The hearing shall be held not later than fifteen (15) days after the receipt of the request for reconsideration.
- 4) The CEO/General Manager shall issue Omnitrans' final written determination of the reconsidered protest within five (5) days of the administrative hearing.

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L. Effect of Judicial Proceedings

Omnitrans may refuse to decide any protest wherein litigation is before a court of competent jurisdiction or has been decided the merits by such a court. The foregoing shall not apply where the court requests, expects, or otherwise expresses interest in Omnitrans' decision.

M. FTA Protest Procedures

- 1) A protester who wants to file a protest with FTA should consult FTA Circular 4220.1F protest *Protests* for details on FTA's BID protest procedures.
- 2) For a copy of FTA Circular 4220.1F, contact the Regional Administrator:
Federal Transit Administration, Region IX
201 Mission Street, Suite 1650
San Francisco, California 94105-1839
Telephone: 415/744-3133
Fax: 415/744-2726
- 3) Omnitrans shall not be responsible for any protest not filed on time with FTA or the FTA's failure to follow its established solicitation protest procedures.

End of Section 1.0



SECTION 2.0

GENERAL TERMS AND CONDITIONS

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1. DEFINITION

- A. The terms *bid* and *proposal*, *bidder* and *proposer*, *scope of work* and *statement of work* are interchangeable as relates to this procurement.
- B. Other definitions may be included in the relevant sections or in a separate attachment.

2. LACK OF FUNDING

- A. Any contract resulting from BIDS submitted as part of this RFP is subject to a financial assistance contract between Omnitrans and the United States Department of Transportation, Federal Transit Administration (FTA).
- B. Absent the U.S. Government's express written consent, and notwithstanding any concurrence by the U.S. Government in or approval of the award of any contract of Omnitrans (third party contract) or subcontract of Omnitrans (third party subcontract) or the solicitation thereof, the U.S. Government shall not be subject to any obligations or liabilities to third party contractors or third party subcontractors or any other person in connection with the performance of the Specification and or Scope of Work.

3. PROCUREMENT

A. Federal Standards

- 1) Contractor agrees to comply with the Procurement Standards requirements set forth at 49 CFR § 18.36 or OMB Circular A-110, Revised, whichever may be applicable; and with applicable supplementary directives or regulations including FTA Circular 4220.1F and any changes or revisions thereto; and other applicable guidance that FTA or U.S. DOT may issue.
- 2) If determined necessary for proper administration, Omnitrans reserves the right to review the Contractor's technical specifications and requirements.
- 3) Web site references: FTA 4220.1F Third Party Contracting Guidance http://www.fta.dot.gov/laws/circulars/leg_reg_8641.html; FTA Master Agreement http://www.fta.dot.gov/funding/apply/grants_financing_5835.html and FTA Best Practices Procurement Manual: Governing Documents http://www.fta.dot.gov/9386_ENG_HTML.htm.

B. Exclusionary or Discriminatory Specifications

Contractor further agrees that no Omnitrans funds shall be used to support procurements utilizing exclusionary or discriminatory specifications.

C. Award to Other Than the Lowest Bidder

Omnitrans may award a contract to other than the lowest bidder in connection with a procurement, when such award furthers objectives that are consistent with applicable regulations.

4. COMPETITIVE NEGOTIATION

A. Omnitrans' Rights to Conduct Competitive Negotiations

- 1) Omnitrans reserves the right to conduct negotiations with proposers who are within the competitive range.
- 2) Omnitrans will conduct negotiations in good faith and requires that each of the proposers in the competitive range do likewise.

B. Establishing the Competitive Range

- 1) Omnitrans will determine which proposers are eligible for further consideration based on whether they were responsive and responsible.
- 2) Omnitrans' Evaluation Committee will establish the competitive range and determine which proposers are in the competitive range.
- 3) Omnitrans may establish a new competitive range after completing the negotiation process and receipt of new proposals from the firms who were in the competitive range.

C. Negotiation Process

- 1) Omnitrans will then begin the negotiation process with all proposers who are within the competitive range.
- 2) Omnitrans refrains from technical leveling and therefore will not share negotiation information with any other competitor.
- 3) Omnitrans may negotiate any information included in the proposer's submission.

D. Submitting New Offers (Proposals)

- 1) Omnitrans will solicit new proposals from the proposers who were within the competitive range.
- 2) Omnitrans will solicit Best and Final Offers (BAFOs) when the competitive negotiation is concluded.
- 3) Omnitrans reserves the right to conclude negotiations and choose the most qualified firm prior to BAFOs.

5. SINGLE RESPONSE

- A. If only one bid is received in response to the RFP, Omnitrans will review the bid to determine whether or not the bidder is both responsive and responsible.
- B. A detailed cost proposal is required of the single bidder. A cost and price analysis, evaluation will be conducted and an audit may be performed on the cost proposal in order to determine if the price is fair and reasonable.
- C. “A cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profit, is required” (FTA C 4220.1F).

6. COST AND PRICE ANALYSIS

A. Cost Analysis

- 1) “A cost analysis must be performed when the offeror is required to submit the elements (i.e., Labor Hours, Overhead, Materials, etc.) of the estimated cost, e.g., under professional consulting and architectural and engineering services contracts.
- 2) A cost analysis will be necessary when adequate price competition is lacking and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of commercial product sold in substantial quantities to the general public or on the basis or prices set by law or regulation” (FTA C 4220.1F).

B. Price Analysis

“A price analysis may be used in all other instances to determine the reasonableness of the proposed contract price” (FTA C 4220.1F).

C. Profit

“Grantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor’s investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work” (FTA C 4220.1F).

D. Federal Cost Principles

“Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles. Grantees may reference their own cost principles that comply with applicable Federal cost principles” (FTA C 4220.1F).

E. Cost Plus Percentage of Cost Prohibited

“The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used” (FTA C 4220.1F).

7. REGULATIONS

- A. Regulations shall be construed to include any requirements that are mandated now or in the future by any legislative entity that has authority and jurisdiction to make such requirements.
- B. Contractor is responsible to be self-informed regarding all regulations necessary to perform every aspect of this contract.
- C. Omnitrans has the right to verify the Contractor’s compliance with any regulations.
- D. Omnitrans has the right to take all reasonable actions to ensure Contractor’s compliance.
- E. All operations and materials shall conform to the laws of the State of California.
- F. Additional regulatory requirements may be contained in the other contract sections and attachments.

8. ETHICS

A. Personal Conflict of Interest

No employee, officer, board member, or agent of Omnitrans may participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- 1) The employee, officer, board member, or agent;
- 2) Any member of his or her immediate family;
- 3) His or her partner; or
- 4) An organization that employs, or is about to employ, any of the above.

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B. Organizational Conflicts of Interest

This exists when the nature of the work to be performed under a proposed third party contract may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in contract performance.

C. Interest of Members of Congress

No member of, or delegate to the Congress of the United States shall be admitted to any share or part of the Contract or to any benefit arising therefrom.

D. Interest of Public Officials

No member, officer, or employee of Omnitrans or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

E. Bonus or Commission

Contractor warrants that it has not paid, and agrees not to pay, any bonus or commission for the purpose of obtaining this contract.

F. Prohibition of Using Federal Funds for Lobbying

- 1) Contractor agrees to comply with the provision of 31 U.S.C. § 1352, which prohibits the use of Federal funds for lobbying any official, employee of any Federal agency, member or employee of Congress; and
- 2) Requires the Contractor to disclose any lobbying of any official, employee of any Federal agency, member or employee of Congress in connection with Federal assistance.
- 3) Contractor agrees to comply with U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR, Part 20.

G. False or Fraudulent Statements or Claims

Contractor acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to Omnitrans in connection with the Contract, Omnitrans reserves the right to impose on the Contractor any penalties Omnitrans may deem appropriate.

H. Debarment and Suspension

- 1) Contractor certifies that it will comply with U.S. DOT regulations, *Government-wide Debarment and Suspension (Nonprocurement)*; and

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- 2) Government-wide Requirements for Drug-Free Workplace (Grants), 49 CFR Part 29.

9. FEDERAL, STATE AND LOCAL LAWS

A. Compliance with Federal, State and Local Laws

Contractor warrants that in the performance of this Contract it shall comply with all applicable Federal, state, and local laws and ordinances and all lawful orders, rules and regulations there under.

B. Federal Laws and Regulations

- 1) Federal laws, regulations, policies, and related administrative practices applicable to this Contract on the date the Contract was executed may be modified from time to time.
- 2) Contractor agrees that the most recent of such Federal requirements will govern the administration of this Contract at any particular time, unless there is sufficient evidence in the Contract of a contrary intent.
- 3) Likewise, new Federal laws, regulations, policies, and administrative practices may be established after the date the Contract has been executed and may apply to this Contract.

C. State or Territorial Law and Local Law

- 1) Except to the extent that a Federal statute or regulation preempts State or territorial law, nothing in the Contract shall require the Contractor to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any applicable State or territorial law.
- 2) If any of the provisions of the Contract violate any applicable State or territorial law, or if compliance with the provisions of the Contract would require the Recipient to violate any applicable State or territorial law, the Contractor agrees to notify Omnitrans immediately, in writing, in order that Omnitrans and the Contractor may make appropriate arrangements to proceed with the Specification and Scope of Work as soon as possible.

10. LABOR PROVISIONS FOR NON-CONSTRUCTION BIDS OVER \$2,500.00

A. The requirements of the clauses contained in 29 CFR § 5.5 (b) are applicable to any contract subject to the overtime provisions of the contract work hours and safety standards act and not to any of the other statutes cited in 29 CFR § 5.1.

- 1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, and drivers, working on the contract.
- 2) Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- 3) The records to be maintained under this clause shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the of the government including but not limited to: the FTA, the U.S. DOT, or the Department of Labor (DOL), State of California, County of San Bernardino, any California municipality or joint powers authority or special district and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

B. THE CONTRACTOR OR SUBCONTRACTOR SHALL INSERT IN ANY SUBCONTRACTS THE FOLLOWING CLAUSES:

1) *Overtime Requirements*

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

2) *VIOLATION; LIABILITY FOR UNPAID WAGES; LIQUIDATED DAMAGES*

- a) In the event of any violation of the requirements of 29 CFR § 5.5 (b)(1), the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages.

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- b) In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages.
- c) Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of 29 CFR § 5.5 (b)(1) in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by 29 CFR § 5.5 (b)(1).

3) *WITHHOLDING FOR UNPAID WAGES AND LIQUIDATED DAMAGES*

The FTA or the recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account or work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the contract work hours and safety standards act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth at 29 CFR § 5.5 (b)(2).

- C. Subcontractors must include these clauses in any lower tier subcontracts.
- D. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with clauses above.

11. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d; U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act" 49 CFR Part 21.

12. EQUAL OPPORTUNITY EMPLOYMENT. REQUIRED OF ALL EXCEPT: COMMERCIAL SUPPLIES, RAW MATERIALS OR CONSTRUCTION

- A. **Not Discriminate** against any employee or applicant for employment because of sex, marital status, race, color, ancestry, age, creed, national origin, sexual orientation or the presence of disabilities.
- B. **Take affirmative actions** to ensure that applicants employed, and that employees are treated during their employment, without regard to their sex, marital status,

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race, color, ancestry, age, creed, national origin, sexual orientation or the presence of disabilities. 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.

- C. **Contractor's non-compliance** with the non-discrimination provision of the Contract, shall entitle Omnitrans to impose such sanctions as it may determine to be appropriate, including, but not limited to: cancellation, termination, or suspension of the Contract.

13. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. Website References: U.S. DOT, <http://osdbu.dot.gov/DBEProgram/index.cfm>; California Unified Certification Program, <http://www.dot.ca.gov/bep/ucp.htm>.
- B. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of transportation Financial Assistance Programs. The agency's overall goal for DBE participation is 11%. A separate contract goal has not been established for this procurement.
- C. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Omnitrans deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- D. Cooperate with Omnitrans in meeting its commitments and goals in utilizing DBEs and use its best efforts to ensure that DBEs shall have the maximum practicable opportunity to compete for sub-contract work under this Contract. Where a contract goal is established, but not met, the contractor will submit evidence of good faith efforts. Omnitrans encourages a representative utilization of DBE subcontracts.
- E. **Bidders List Information.** Since Omnitrans has a contractual responsibility to the FTA to develop a Bidders List that contains the following information, all bidders must supply it for each firm, including both DBEs and non-DBEs, that bid or quote on sub-contracts for this project:
- 1) Firm Name

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- 2) Firm Address
- 3) Firm Status as a DBE or Non-DBE
- 4) Age of Firm
- 5) Annual Gross Receipts of the Firm

14. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

Contractor agrees to comply with all applicable requirements of the:

- A. Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et. seq.;
- B. Rehabilitation Act of 1973, Section 504 as amended, 29 U.S.C. § 794;
- C. Federal Transit Act, Section 16 as amended, 49 U.S.C. app. § 1612; and
- D. The following regulations and any amendments thereto:
 - 1) DOT regulations, Transportation Services for Individuals with Disabilities (ADA), 49 CFR Part 37;
 - 2) DOT regulations, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Assistance, 49 CFR Part 27;
 - 3) DOT regulations, Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles, 49 CFR Part 38;
 - 4) Department of Justice (DOJ) regulations, Nondiscrimination on the Basis of Disability in State and Local Government Services, 28 CFR Part 35;
 - 5) DOJ regulations, Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, 28 CFR Part 36;
 - 6) General Services Administration regulations, Accommodations for the Physically Handicapped, 41 CFR Subpart 101-19;
 - 7) Equal Employment Opportunity Commission, Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR Part 1630;
 - 8) Federal Communications Commission regulations, Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled, 47 CFR Part 64, Subpart F; and
 - 9) FTA regulations, Transportation for Elderly and Handicapped Persons, 49 CFR Part 609.

15. SUBSTANCE ABUSE

Contractor must comply with U.S. DOT regulations:

- A. Drug-Free Workplace Requirements (Grants), 49 CFR Part 29, Subpart F.
- B. Other U.S. DOT and FTA regulations and guidance pertaining to substance abuse (drugs and alcohol) that may be promulgated.

16. UNAUTHORIZED WORK

- A. Any services not required by the terms of the Contract that are performed without written authority from Omnitrans will be considered as unauthorized and at the sole expense of the Contractor.
- B. Services so performed will not be paid for and no extension in the period of performance shall be granted on account thereof.

17. NO WAIVER

- A. None of the provisions of the Contract shall be considered waived by either party hereto unless such waiver is in writing and signed by both parties.
- B. No such waiver shall be construed as a modification of any of the provisions of the Contract or as a waiver of any past or future default or breach hereof, except as expressly stated in such waiver.

18. MODIFICATIONS IN THE SPECIFICATIONS AND SCOPE OF WORK

A. Modifications to the Specifications and or Scope of Work

- 1) Omnitrans may, from time to time, make changes to the Specifications and or Scope of Work under the Contract, through a Change Order.
- 2) A Change Order shall not modify the overall purpose of the Contract.
- 3) At any time during the term of the Contract, Omnitrans may order Additional Services to be performed by the Contractor by a Change Order.
- 4) *Additional Services* are defined as services that were not contained in the Contract and are determined by Omnitrans to be necessary, and where a reasonable relationship to the services originally described in the Contract exists.
- 5) Contractor shall not be entitled to make any changes in the services or perform any Additional Services unless authorized, in advance, by written Change Order.

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- 6) Contractor shall continue performance of the Scope of Work as modified by the Change Order upon receipt of a Change Order approved by Omnitrans.
- 7) Contractor and Owner hereby agree and acknowledge that execution of the Change Order constitutes a mutual accord and satisfaction as to the work covered hereby. Contractor specifically waives and releases: any and all claims; rights or interest; including, but not limited to, those for: impact; disruption; loss of efficiency; "ripple"; other extraordinary; or consequential costs, arising directly or indirectly out of the work described in this Change Order, except as specifically included herein.

B. Authorization of Additional Work

- 1) Authorization to make changes to the Specifications and or Scope of Work under the Contract shall be completed through a written Change Order.
- 2) Persons authorized to make those changes will exclusively be:
 - a) **Contractor:** the person whose duly authorized signature appears on the BID documents and has authority to legally bind the firm.
 - b) **Omnitrans:** CEO/General Manager.
- 3) Either Omnitrans or Contractor may designate other persons as agreed upon in writing or as designated herein.
- 4) For the purposes of this contract, temporary work ordered for special occasions that is not meant to affect the overall purpose and intent of this contract will be issued by Omnitrans under a separate contract and or purchase order. Any such additional work will be under the terms and conditions of that contract or purchase order, but may reference any portions of this contract.

C. Price Adjustments

- 1) Any change in the contract that causes an increase or decrease in cost to Omnitrans, or the time required for the performance of the contract, must be approved as prescribed herein.
- 2) An equitable adjustment in the compensation and schedule will be made upon an approved Change Order, which shall be incorporated, into the Contract by reference.
- 3) Contractor shall be liable for all costs resulting from, and or for satisfactorily correcting, any specification change not properly ordered by written modification to the contract and signed by the Contracting Officer.

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- 4) Except as otherwise expressly provided in the Contract, when costs are a factor in any determination of a contract price adjustment, such costs shall be in accordance with the applicable cost principles of Subpart 31.2 of the Federal Acquisition Regulations (*FARs*) in effect at the onset of the Contract.

19. INSPECTION OF SERVICES AND ACCEPTANCE

A. Omnitrans' Right to Inspect

- 1) Omnitrans reserves the right to inspect all and every part of the services at any time during the performance and after completion, as it may see fit.
- 2) If the services or any part thereof have not been performed in accordance with the Contract, the Contractor will be notified, in writing, that such services are rejected.
- 3) Omnitrans shall not be obligated to make any inspections, neither the inspection of the services, nor the lack thereof, shall relieve the Contractor of its responsibility for performing and providing the services in accordance with the terms of the Contract.

B. Corrective Action Required

- 1) Contractor shall take the necessary corrective action to assure compliance with the terms of the Contract and all other legal requirements.
- 2) Such corrective actions shall be implemented expediently. Time is of the Essence.

C. Notice of Final Acceptance

- 1) Contractor's fulfillment of this contract shall be accepted only after Omnitrans or its designated representative has given written notice of final acceptance.
- 2) Payment whether in whole or in part shall not be construed to be acceptance of services.

20. AUDIT OF COMPANY RECORDS

Conforming to Reporting and Uniform System of Accounts, and Records, and Availability of Records.

- A. Omnitrans and any Contractor will conform to the reporting system and the uniform system of accounts and records to the extent required by Section 15 of the Urban Mass Transportation Act of 1964, as amended, 49 U.S.C. app. § 1611,

effective for each local fiscal year, and applicable regulations, *Uniform System of Accounts and Records Reporting System*, set forth in 49 CFR Part 630.

- B. Contractor shall make available, upon request by Omnitrans, all records related to the prosecution of this contract for a period of up to three (3) years after the termination of the Contract.

21. PRODUCT LIABILITY

In the absence of specific warranties required as part of the Specification and Scope of Work, the Contractor shall assume responsibility for materials and accessories used in the provision of the goods and or services provided, whether the same are made by the Contractor or purchased under subcontract.

22. TRADEMARKS

- A. Omnitrans retains ownership of all aspects of its trademarks, service marks, trade names, logos, or other intellectual property (Trademarks). Contractor, in perpetuity, must safeguard Omnitrans' Trademarks as long as those Trademarks are within Contractor's possession or control. Contractor must insert the Trademark clauses in any of its lower tier contracts, agreements, and orders for any work related to the use of Omnitrans' Trademarks.
- B. Contractor may use Omnitrans' Trademarks only in specific work for which Omnitrans has authorized in advance. Contractor must rectify any misuses immediately and provide proof of corrections made. If Contractor commits or allows a commission of any violation of these clauses, then the contract with the Contractor is subject to termination for default and Omnitrans may seek legal recourse.
- C. Contractor or any lower tier subcontractors or anyone that performs any services or produces any products may not use, misuse, alter, publish, disseminate any Omnitrans Trademarks for any purpose whatsoever, unless so authorized in writing by Omnitrans.
- D. Contractor must return all Trademarks to Omnitrans after the contract has concluded. Contractor may destroy the Trademarks in lieu of returning them only if Omnitrans grants written permission and receives proof of the proper destruction of the Trademarks.

23. INDEMNIFICATION

Contractor shall indemnify, keep, and save harmless Omnitrans, its officers, agents, and employees from any and all claims, demands, loss or liability including: injuries, deaths,

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losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may accrue against Omnitrans arising out of or resulting from acts or omissions by the Contractor its officers, agents, employees, representatives, or servants.

24. EQUIPMENT AND LABOR

Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor and materials necessary to furnish the service herein described, the service to be performed at such times and places as directed by and subject to the approval of the authorized Omnitrans representative.

25. INDEPENDENT CONTRACTOR

- A. Contractor is an independent contractor retaining full control and supervision of:
 - 1) The services performed by it.
 - 2) The employment and direct compensation and discharge of all persons, other than Omnitrans representatives, assisting in the performance of its services.
- B. Contractor agrees to be solely responsible for all matters relating to:
 - 1) Wages, hours of work, and working conditions.
 - 2) Payment of employees, compliance with social security, all payroll taxes, withholdings, unemployment compensation, and all other requirements relating to such matters.
- C. Contractor agrees to be responsible for its own acts and those of its subordinates, employees, and any and all subcontractors during the term of the Contract.

26. SUBCONTRACTORS

Subcontractors shall be subject to the approval of Omnitrans. Contractor shall be held responsible for all operations of subcontractor and shall require them to maintain adequate workers' compensation and public liability insurance.

27. FORCE MAJEURE (EVENTS BEYOND THE CONTROL OF THE PARTIES)

A. Provision for Parties to be Excused from Contract Performance

The parties to the Contract, and all authorized subcontractors shall be excused from performance hereunder during the time and to the extent that they are prevented from obtaining or performing the service by act of God, fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by government.

B. Purporting Evidence

Satisfactory evidence shall be presented to the other party, provided that the party seeking the excuse from non-performance is not at fault.

28. INTERPRETATION, JURISDICTION AND VENUE

- A. All contractual agreements shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of California.
- B. Contractor hereby consents and submits to the jurisdiction of the appropriate courts of California or to the United States having jurisdiction in California for adjudication of any suit or cause of action in connection with the Contract documents, or the performance of such Contract.

29. SEVERABILITY

In the event any provision of the Contract is declared or determined to be unlawful, invalid, or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the Contract. Each provision of the Contract will be deemed separate and severable from each other provision.

30. ASSIGNMENT OF CONTRACT

Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, obligations, sureties or contract bonds, without the prior written consent of Omnitrans.

31. EVENT OF DEFAULT

Any of the following and other contractual or legal means constitute default:

- A. Non-payment or non-performance of any indebtedness, liability, or obligation due from Contractor to subcontractor or Omnitrans;
- B. The suspension, failure or receivership of Contractor;
- C. The institution of proceedings by or against Contractor under the bankruptcy laws of the United States;
- D. An assignment for the benefit of creditors by Contractor of the collateral;
- E. The levy, seizure, or attachment of the collateral of any part of it; or
- F. Dissolution, merger, consolidation, or transfer of a substantial part of the property of Contractor without approval of Omnitrans.

32. SETTLEMENT OF THIRD PARTY CONTRACT DISPUTES OR BREACHES

A. FTA's Rights

- 1) The Government reserves the right to concur in any compromise or settlement of any claim by Omnitrans involving any third party contract.
- 2) The Government retains the right to a proportionate share, based on the percentage of the Federal share committed to the Contract, of any proceeds derived from any third party recovery.
- 3) If the third party contract contains a liquidated damages provision, any liquidated damages recovered shall be credited to the contract account involved unless the Government permits otherwise.

B. Omnitrans' Responsibility to Pursue All Legal Rights

Therefore, Omnitrans shall avail itself of all legal rights available under any third party contract.

33. TERMINATION

A. Omnitrans' Rights to Terminate the Contract. FTA 4220.1F; 49 CFR 18.36(i)(2)

- 1) Omnitrans may terminate this contract in its entirety, or in partiality for cause or convenience, at any time by written notice to the Contractor when it is in Omnitrans' best interest.
- 2) The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination.
- 3) Upon receipt of the notice or Contract conclusion, the Contractor shall:
 - a) Immediately discontinue all services affected (unless the notice directs otherwise); and
 - b) Within fourteen (14) calendar days (unless the notice directs otherwise) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process
 - c) Promptly submit its termination claim to Omnitrans to be paid to the Contractor. If the Contractor has any property belonging to Omnitrans in its possession, Contractor will account for the same

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and shall dispose of the property in the manner directed by Omnitrans.

B. Termination for Convenience of Omnitrans

- 1) If the termination is for the convenience of Omnitrans, the Contracting Officer shall make an equitable adjustment in the contract price disallowing anticipated profit on unperformed services.
- 2) Contractor shall submit a full disclosure of all costs and profits only for performed services within thirty (30) calendar days of the termination notice.

C. Termination for Cause

- 1) If the Contractor has breached the contract, Omnitrans may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by Omnitrans.
- 2) If it is determined that the Contractor did not breach the contract, the rights and obligations of the parties shall be the same as if the contract were terminated for convenience of Omnitrans.

D. Other Rights and Remedies Available to Omnitrans

The rights and remedies of Omnitrans provided herein are in addition to any other rights and remedies provided by Laws or under this contract.

E. Inclusion of the Termination Clause in Subcontracts

- 1) All lower tier subcontracts over \$10,000 shall contain the clauses contained in this section per FTA requirements.
- 2) The prime contractor shall be responsible for ensuring compliance by any lower tier subcontractor as pertains to the Termination clauses.

F. Funding Clause

Omnitrans' obligation is payable only and solely from funds appropriated for the purpose of this Agreement. If the governing body appropriating the funds does not allocate sufficient funds for payment, then the affected services may be terminated by Omnitrans with no further financial obligation of Omnitrans with respect to payment obligations under this Agreement or Omnitrans may revise the scope of services to be provided by Contractor under this Agreement.

34. PAYMENT PROVISIONS IN THIRD PARTY CONTRACTS

A. Advance Payments

FTA does not authorize and will not participate in funding payments to a contractor prior to the incurrence of costs by the contractor unless prior written concurrence is obtained from FTA.

B. Progress Payments

- 1) Progress payments are only made to the contractor for costs incurred in the performance of the contract.
- 2) When progress payments are used, the grantee must obtain title to property (materials, work in progress, and finished goods) for which progress payments are made. Alternative security for progress payments by irrevocable letter of credit or equivalent means to protect the grantee's interests in the progress payments may be used in lieu of obtaining title.

35. TERMS OF PAYMENT

- A. Invoices to be submitted monthly to the attention of the Accounts Payable Department.
- B. Subject to verification of receipt, accuracy, and quality of orders, Omnitrans shall **pay invoices within the normal cycle of thirty (30) calendar days** after the received date of an invoice.
- C. **Do not send invoices in advance** of non-delivered goods or services. No payment shall be made until the items have been received and verified as to their correctness and satisfactory condition.
- D. Partial shipments or verifiable percentage of work complete shall be processed within the normal cycle.
- E. **Disputed Invoices will have payment withheld** until a corrected invoice is presented. Allow a minimum of ten (10) business days for processing.
- F. Amounts that are not in dispute may be re-invoiced and will be put into the next processing cycle.
- G. **Short Pays are not recommended.** However, each circumstance will be handled individually. Short pays will be made when liquidated damages are assessed.

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- H. Invoices shall reference the appropriate purchase order number and or contract number and be submitted in duplicate to:

Omnitrans
Accounts Payable, Finance Department
1700 West Fifth Street
San Bernardino, California 92411

36. LICENSES AND PERMITS

- A. Contractor and all of his employees or agents shall secure and maintain in force licenses and permits as required by law in performance of this contract. The laws of the State of California shall govern all operations and materials.
- B. Except for any permits furnished by Omnitrans, the Contractor shall be fully responsible for identifying and obtaining, at its own expense, all necessary licenses and permits required for the timely prosecution of the contract.

37. INSURANCE REQUIREMENTS

- A. General Requirements for Contractor
- 1) Procure prior to commencement of the services required under this contract and maintain for the duration of the contract at its own expense, insurance of the kinds and in the amounts as indicated below.
 - 2) Prior to commencement of services under this contract, provide Omnitrans with valid original certificates of insurance, showing Omnitrans as an additional insured.
- B. Deductibles or Self-Insured Retention
- (SIR) must be declared to and approved by Omnitrans. At the option of Omnitrans, either: the insurer shall reduce or eliminate such deductibles or SIR or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- C. Required Coverage and Terms
- 1) ***General Liability***
- Policies are to contain, or be endorsed to contain, the following provisions:
- a) Omnitrans, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or

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used by Contractor. The coverage shall contain no special limitations of the scope of protection afforded Omnitrans, its officers, officials, employees, agents, and volunteers.

- b) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects Omnitrans, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by Omnitrans, its officers, officials, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- c) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Omnitrans.

2) *Care, Custody, and Control*

Contractor shall insure any Omnitrans property while under its Care, Custody, and Control according to the requirements listed in the insurance coverage required.

D. Acceptability of Insurers

Insurance companies shall be State of California admitted or approved and have a current **A.M. Best's** rating of no less than **A-**.

E. Verification of Coverage

- 1) Contractor shall furnish Omnitrans with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by Omnitrans before work commences.
- 2) As an alternative to Omnitrans' forms, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

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- 3) In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

F. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

G. Notification of Terminated Insurance

Insurance shall not be terminated or expire without thirty (30) days written notice, and are required to be maintained in force until completion of the contract.

H. Minimum Insurance Coverage

- 1) ☒ **Commercial General Liability** including Products/Completed Operations: \$1,000,000; per occurrence for bodily injury, personal injury and property damage liability and \$2,000,000 aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 2) ☒ **Automobile Liability:** \$1,000,000; combined single limit bodily and property damage liability per occurrence and aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 3) ☐ **Errors and Omissions Liability:** \$1,000,000; combined single limit bodily and property damage liability per occurrence and \$3,000,000 aggregate or,
- 4) ☒ **Professional Liability:** \$1,000,000; per occurrence and aggregate.
- 5) ☒ **Workers' Compensation:** statutory limits with Employers' Liability: \$1,000,000 per occurrence or,
- 6) ☐ **Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.
- 7) ☐ **Environmental Impairment (pollution) Liability:** \$500,000; per occurrence and aggregate; *Omnitrans Additional Insured.*
- 8) ☐ **Owner's Liability:** 100% of insurable value of the work, Builder's Risk, Extended coverage for Vandalism and Malicious Mischief, if required; *Omnitrans additional named insured.*

- 9) ☐ **Fire Insurance with Extended Coverage:** 100% of insurable value of the work; Builder's Risk, Extended coverage including Vandalism and Malicious Mischief, if required; *Omnitrans Additional Insured*.

- I.** Failure to provide proof of insurance or failure to maintain insurance as required in this bid or by law is grounds for immediate termination of contract. In addition, the awarded bidder shall be liable for all reprocurement costs and any other remedies under law.

38. COMPETITIVE PROCUREMENT REQUIREMENTS FOR CONTRACT SERVICES

A. General

The Federal Standards for Procurement requires that when a Grantee contracts its Federally funded operation, that the procurement process of the Contractor meet Federal requirements contained in the FTA Master Agreement, including Buy America, Integrity, and Lobbying requirement. Grantee must have a mechanism in place to ensure Contractor's compliance. Contractor must have written procurement procedures, overseeing selected procurement processes and annual audits of Contractor may be required.

B. Specific

1) *Written Procurement Procedures*

- a) Contractor must maintain written Procurement Procedures that incorporate all the current Federal Requirements and any changes or revisions made thereto for the duration of the resultant contract.
- b) Upon request, Contractor must provide a copy of their written Procurement Procedures to Omnitrans.
- c) Contractor must use those written Procurement Procedures in all procurement activities related to the services performed under the resultant contract with Omnitrans.
- d) Omnitrans will provide a copy of its written Procurement Procedures upon request.

2) *FTA Master Agreement*

- a) Contractor must abide by all of the applicable parts of the FTA's Master Agreement and incorporate those parts in all of its contracts.

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- b) The FTA Master Agreement is on the FTA's web site at http://www.fta.dot.gov/funding/apply/grants_financing_5835.html.

3) *Contractor's Request for an Exception to Federal Procurement Guidelines*

- a) Contractor may make written requests for exceptions to the Federal Procurement requirements, but only in advance of making any purchase to Omnitrans' Director of Procurement and send a copy to the Director of Finance.
- b) Omnitrans will respond to Contractor in a reasonable time (generally within 5 working days) to Contractor's request for an exception.

4) *Contractor's Pre-Existing Contracts*

- a) Contractor may be eligible to use pre-existing contracts that were conducted under Federal Procurement guidelines.
- b) Contractor may, where Omnitrans and its Contractor permits, use Omnitrans contracts; prior written permission from Omnitrans' CEO/General Manager is required. If use of Omnitrans contracts is approved, it is expressly understood by Contractor that Contractor is responsible for procurement activity and payments that have been made against the Omnitrans contract. Omnitrans reserves the right to refuse or terminate this permission without cause.
- c) Contractor must furnish summary documentation of any pre-existing contracts to Omnitrans' Director of Procurement for review. If the Director of Procurement verifies, in writing, that the Contractor's pre-existing contract meets Federal Procurement guidelines, then Contractor may utilize those contracts. The Contracts Manager may require a copy of the Contractor's pre-existing contract to supplement the summary.

5) *Proof that Procurements meet Federal Requirements*

- a) Contractor must submit proof to the Contracts Manager, including, but not limited to, public notices (where applicable), solicitations, received quotations (3) or bids, copies of contracts, and any other documentation that Omnitrans may require to satisfy the proof requirements.

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- b) Contractor must fully cooperate with all audit activities including those that pertain to Contractor's procurements.
- c) Omnitrans reserves the rights to preview, approve, remand, or deny any potential procurement before the procurement process begins based on Omnitrans judgment whether the procurement meets Federal Requirements.

End of Section 2.0



SECTION 3.0

**SPECIFIC
TERMS AND CONDITIONS**

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**PUBLIC RELATIONS FIRM
SERVICES**

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1. CONTACT POINTS

- A. Address, Phone and Fax numbers for Administration:
- B. Omnitrans
1700 West Fifth Street
San Bernardino, California 92411-2499
- C. Bid and Contract questions are to be directed to:
Contracts Manager, Linda Warwick at 909-379-7128, fax at 909-379-7107 or by email at linda.warwick@omnitrans.org.
- D. Coordination of this project will be through the designated Project Manager:
Director of Marketing, Wendy Williams, (909) 379-7151.
- E. Accounts Payable issues are to be directed to:
Finance Department, Accounts Payable Clerk, (909) 379-7137.

2. SCHEDULE

Procurement Phase, Q&A, Interviews, Proposal Deadline and Contract Award:

- August 4, 2010: Request for Proposal (RFP) Available
- August 17, 2010: Request for Information Deadline
- September 8, 2010: PROPOSAL Deadline no later than 3:00 p.m. PDT**
- September 30, 2010: Presentation/Interviews by short listed bidders
- November 3, 2010: Contract Award Target Date
(Omnitrans may delay contract award up to 90 days)
- December 7, 2010: Anticipated date the contract shall begin
- December 6, 2013: Anticipated date the Base Contract shall end.
Omnitrans has the option to exercise two (2) separate options to extend the contract until no later than December 6, 2015.

3. REQUESTS FOR INFORMATION

- A. Requests for Information (RFI) are requests that are generated by persons or Firms who have received or retrieved a copy of this procurement who may need additional information from the Agency in order to prepare a bid or proposal.
- B. Requestors are encouraged to point out alternatives as well as any deficiencies.
- C. Form (or format) to use for RFIs is located in Section 5.0, "Request for Clarifications, Recommendations, Approved Equals".
- D. Omnitrans has no obligation to respond to any RFIs beyond the RFI deadlines as stated in the Schedule above.

4. PRE-PROPOSAL MEETING

No Pre-Proposal Meeting scheduled.

5. INTERVIEW AND PRESENTATION

A. Responsive and Non-Responsive Proposals

- 1) For a Proposal to be deemed responsive, it must include all of the requirements as stated in the RFP, be complete, and be submitted by the time required in the Schedule and to the right location.
- 2) Firms that had their Proposal deemed *non-responsive* will be eliminated from further consideration. The Contracts Manager will send a letter to the Firms that were deemed non-responsive regarding the item(s) that caused the Proposal to be deemed non-responsive.
- 3) Do not contact any Omnitrans representative other than the Contracts Manager regarding whether your Firm's Proposal was responsive or non-responsive.

B. Interview and Presentation

1) *Pre- Interview and Presentation Requirements*

- a) Firms whose proposals were deemed responsive to the RFP requirements will be evaluated. The three firms receiving the highest evaluation scores will then be invited to the Interview and Presentation phase.
- b) Interviews and Presentations will be held on the date in the Schedule, between 10:00 am and 12:00 pm; or between 1:00 pm and 4:00 pm. Once your appointment has been set, it may not be changed.
- c) Presentation Setup Requirements:
 - (1) Make early setup requirements requests at the time your appointment is being set, otherwise points may be deducted from your overall score for being unprepared.
 - (2) Inform Omnitrans of any connectivity requirements for equipment that you would like to bring.
 - (3) Make equipment requests at the time the appointment is being set.
 - (4) Omnitrans will make the following equipment available for the presentation:
 - (a) Computer (with MS Office 2007 for Windows).

- (b) Projector and screen.
- (c) Internet access.
- (d) White Marker Board (markers and erasers).

2) *Interview and Presentation Requirements*

- a) Time Constraints for interviews and presentations are as follows:
 - (1) 30 minutes for the presentation.
 - (2) 15 minutes for the interview.
 - (3) Points will be deducted for exceeding the time constraints.
- b) Presentation Requirements:
 - (1) Each Firm will need to conduct a presentation before the interview.
 - (2) Show examples of how your Firm plans on supporting Omnitrans' requirements as described herein. This does not imply preparation or presentation of new spec materials. A correlation between your examples and how this meets Omnitrans' requirements must be made.
 - (3) Use only the material that was included in your Proposal submission.
 - (4) Show how your Firm is best qualified to meet Omnitrans requirements.
- c) Interview Requirements:
 - (1) Each Firm will be asked an identical set of questions during the interview. These questions will not be made known in advance.
 - (2) Ensure that your Firm's responses are relative to Omnitrans' interview questions and RFP requirements.

6. QUALIFICATIONS OF PROPOSER

A. General

- 1) PROPOSER must have the capability and financial resources to provide the services, in the manner required, when required and at the prices stated in the PROPOSAL without receiving any advance payments or deposits.
- 2) If at any time the PROPOSER's qualifications are in doubt, Omnitrans reserves the right to suspend or cancel the contract(s) and award a new contract according to the terms and conditions contained herein.

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- 3) No subcontracting, farming-out, or trading services will be allowed on this contract unless specifically authorized in advance by Omnitrans.
- 4) Additional qualifications follow and are in the Scope of Work.
- 5) PROPOSER must have adequately trained personnel and have the capability to have such personnel to perform the requirements of this RFP.

B. Project Specific

- 1) PROPOSER must submit detailed qualifications including references, Financial Capability, Stability, Similar Project Experience for services provided during the past three years.
- 2) PROPOSER must have demonstrated a broad range of public relations skills or have the capability to have such personnel, and the professional acumen to satisfy the requirements of this RFP.
- 3) PROPOSER must submit a statement of qualification for personnel generally used in conjunction with the service requirements.
- 4) Additional qualifications follow and are in the Scope of Work.

7. PROPOSAL REQUIREMENTS

The intent of this RFP is to encourage responses that clearly communicate the PROPOSER's understanding of the project and its approach to successfully completing the project on time and within budget and according to the requirements contained herein. The proposals must provide this information in a concise and well-organized manner.

In order for the Proposals to be considered, the proposal:

A. General

- 1) Must comply with the terms and conditions of this RFP and all Omnitrans authorized amendments.
- 2) Must be submitted by the time designated in the *Schedule* or as amended by Omnitrans authorized amendments. Late proposals will be rejected and returned to their originators unopened.
- 3) Must be prepared and delivered according to the requirements in Section 1.0, *General Instructions for Bid Preparation*.
- 4) Must include any other information required by this RFP or its amendments, which may not be listed below.
- 5) Do not attach terms and conditions that conflict with the RFP, as your Firms' proposal will be non-responsive. If you have standard literature that contains terms and conditions that might conflict with the terms and

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conditions in this RFP, then attach a letter stating that your Firm will abide by Omnitrans' terms and conditions.

B. Specific

- 1) Must be valid for at least 180 days from the date they were due.
- 2) Must be marked as follows:
 - a) "ORIGINAL" 1 each.
 - b) "COPY" 3 each.
 - c) One for each of the three evaluators.
- 3) Must be bound in three ring binders with dividers separating the sections, and organized in the order listed below.

C. Proposal Contents

To facilitate the PROPOSERS' preparation of their proposals and Omnitrans' review of them, you must include the following subsection requirement; failure to do so may cause your proposal to be deemed non-responsive, which would eliminate your Firm from further consideration:

1) Letter of Transmittal Subsection

- a) Title Page
- b) Table of Contents
- c) Cover Letter

The cover letter must introduce your Firm and briefly discuss your Firm's overall qualifications as they pertain to the requirements of the RFP.

2) Technical Proposal Subsection

This subsection will be evaluated to determine whether the proposal meets minimum requirements.

- a) Describe your Firm's past experiences, relative to the RFP requirements, and how your Firm will ensure that all of Omnitrans' requirements are met or bettered.
- b) Describe your Firm's approach to the project and explain how your Firm will meet or better Omnitrans' requirements.

3) Examples of Prior Work

This subsection will be evaluated to determine how well the proposal meets or better our minimum requirements.

- a) Submit one set of examples of your Firm's past work that are similar in nature to the scope of work requirements (do not exceed 10 examples).
- b) Submit audio and video examples, as desired, and ensure that you indicate which individual examples are to be considered for evaluation.
- c) Work samples must be representative of work done in the past three (3) years.

4) *Pricing Proposal Subsection*

This subsection will be evaluated to determine whether the proposed pricing is commensurate with the requirements of the RFP and compared to the competition. The evaluation will be based upon the Pricing Proposal Form (included in Section 5.0 *Forms*).

Include narratives for your Firm's pricing proposal in this subsection:

- a) **Hourly Rates of Proposed Staff**
 - (1) Please identify which staff person(s) will be primary day-to-day contacts on the account.
- b) Pass through costs, i.e., travel, shipping, production, etc. (*See Attachment A, Travel and Expense Guidelines*)

5) *Non-priced Information Subsection*

a) *Organization Chart*

Include your Firm's corporate organization chart.

b) *Profile of Firm*

Include your Firm's Profile including: History, Experience, and Changes in the last five years, and planned changes for the next five years.

c) *Qualifications*

Include the overall and project specific Qualifications of your Firm and project specific personnel.

Include Qualifications of Subcontractors, if any.

d) *Summary of Financial Stability*

Include a simple Financial Statement for the past 2 years (we want to know that your Firm is financially solvent, since we believe this may be a five-year commitment).

e) Required Forms included in the RFP

- (1) Acknowledgment of Amendments.
- (2) Affidavit of Non-Collusion.
- (3) Disadvantaged Business Enterprise Certification (optional).
- (4) Current Client References.
- (5) Not on Excluded Parties List System of Ineligible Contractors.
- (6) Restrictions on Lobbying Certification.
- (7) Debarment, Suspension, and Other Ineligibility Certification.
- (8) Pricing Proposal Form (insert this in the pricing subsection).

6) Proposal Packaging Requirements

Submit proposal package per the requirements contained in Section 1.0 *General Instructions for Bid Preparation*, and submit the package to the attention of the Contracts Manager, see *Contact Points* subsection in this section.

D. Commitments Included with Proposal or Bid

- 1) Commitment includes any PROPOSER made or implied guarantee or warranty or representation, whether written or verbal, that was made in or referred to in the bid or proposal or negotiations or the BAFO.
- 2) Commitments will be binding upon the PROPOSER since those commitments were included in determining contract award, but only if such commitments benefit Omnitrans.
- 3) Contractor's failure to fulfill any such commitment will render Contractor liable for damages and contract termination.

8. EVALUATION CRITERIA

- A. The following evaluation criteria will be used in determining which PROPOSER offers the highest quality product and service commensurate with the requirements contained herein.
- B. The measurement of points, besides Pricing and References, is based on how well Omnitrans perceives that your Firm meets or exceeds the requirements of the RFP.

C. 100 total points possible.

1) *Qualifications, Experience, Financial Stability and References*

20 points possible.

a) Qualifications

- (1) **5 points possible.**
- (2) The organization's professional qualifications and project staff will be evaluated according to how well it meets or better the RFP requirements.

b) Experience

- (1) **5 points possible.**
- (2) The organization and/or principal(s) must have been in existence for or have had experience in contracting for the requirements contained herein for at least three years. Less than the minimum required existence and/or experience will eliminate the Firm from further consideration.
- (3) **1 point** for each year of experience up to the maximum points.

c) Financial Stability

- (1) **5 points possible.**
- (2) Points will be deducted for Firms that have had a history of financial instability over the past five years.

d) References

- (1) **5 points possible.**
Scores will be averaged among the three references chosen by Omnitrans.
 - (a) **5 points** for Excellent Responses
 - (b) **4 points** for Good Responses
 - (c) **3 points** for Average Responses
 - (d) **0 points** for Less than Average Responses
- (2) Any reference that receives a total score of less than 3 will eliminate the Firm from further consideration.

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- (3) List ALL organizations for which the PROPOSER has provided similar services during the last five years. Submit these references with the proposals.
- (4) The Evaluation Committee will select three Firms to contact regarding the PROPOSER's performance.

2) Price: Hourly Rates

30 points possible.

Points will be deducted for failure to accurately and/or completely define costs involved in the proposal. Pricing must be based on performing the requirements of this RFP.

a) Hourly Rates

- (1) **30** points possible.

-1 point for each 10% of cost over the lowest priced proposal for the unweighted average for hourly rates. Example: hourly rates of \$100, \$150, and \$200 would equate to \$150, therefore a rate of \$165 would receive a -1 point deduction since it is 10% higher.

3) Examples of Work, Interview, and Presentation

50 points possible

Failure to arrive at the appointed time and place will eliminate the Firm from further consideration.

a) Examples of Work (20 points)

- (1) Proposals must include the requirements contained in *Examples of Work subsection*.
- (2) Proposals may contain other elements that would be in the best interests of Omnitrans.
- (3) Points will be assigned based on their relevance to Omnitrans' needs, quality of examples, and professionalism.

b) Presentation (20 points)

- (1) The Presentation will be an opportunity for each Firm to present its Firm's qualifications and examples of work. Each interviewee will be asked the same set of questions.

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- (2) Points will be assigned based on concise informative answers with an emphasis on how well the Firm will meet or better Omnitrans' requirements.
- (3) 30 minute limit.
- (4) -1 point for each minute beyond the presentation time limit.

c) Interview (10 points)

- (1) Each interviewee will be asked the same set of questions.
- (2) Points will be assigned based on concise informative answers with an emphasis on how well the Firm will meet or better Omnitrans' requirements.
- (3) 15 minutes allotted.
- (4) Points may be deducted for excessively long responses.

- D. The Evaluation Committee will consist of representatives from the Marketing and Procurement Departments.

9. COMPETITIVE NEGOTIATION

- A. Omnitrans may establish competitive ranges, conduct negotiations, require PROPOSERS to submit new proposals based on the negotiations, and repeat or end the process as is in Omnitrans best interest.
- B. Cost and Price Data must be available to Omnitrans during the negotiation process. Omnitrans will not share any of that information with any of the other competitors. Mark the pages that your Firm would like to keep confidential with a confidential stamp.
- C. Should Omnitrans receive a single response, then a cost and price analysis must be conducted per FTA requirements.
- D. Additional terms are in Section 2.0 General Terms and Conditions.

10. CONTRACT AWARD

- A. The CEO/General Manager will notify the successful bidder via written correspondence of the contract award, as outlined in the Schedule.
- B. The award of a Contract will be contingent upon Omnitrans' receipt of evidence of the successful Bidder's ability to meet insurance requirements, and any other requirements in this RFP as identified in the contract award notification.
- C. A contract will be awarded according to the date in the Schedule, unless Omnitrans deems otherwise.
- D. See Attachment "A" for Sample Contract.

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11. DURATION OF CONTRACT

- A. Omnitrans intends to award a contract for its requirements as follows:
- 1) Beginning December 7, 2010 and ending no later than December 6, 2013. Omnitrans has the option to exercise two (2) separate one year extensions for a total of two additional years, until no later than December 6, 2015.
 - 2) Contractor shall make its non-exclusive services available during the entire contract period.
- B. Omnitrans may award the contract at a time other than that stated in the Schedule. In which case Omnitrans, as its option, may change the beginning and end dates, but in no case shall the contract exceed the duration in years as aforementioned.

12. CONTRACT OPTION YEARS

- A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:
- 1) Any options that were requested by Omnitrans and/or contained in the Contractor's bid or offer must have been evaluated in making the contract award prior to exercising any such options.
 - 2) Since Contractor's proposed pricing for the option years and additional services are considered in evaluating the Contractor's original proposal and form the basis for awarding the contract, Contractor shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.
- B. Omnitrans will provide a minimum of thirty days (30) written notice to the Contractor of Omnitrans' exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

13. CONTRACT DOCUMENTS

- A. The following documents comprise this RFP and the resultant contract:
- 1) Section 1.0--General Instructions for Bid Preparation
 - 2) Section 2.0--General Terms and Conditions
 - 3) Section 3.0--Specific Terms and Conditions
 - 4) Section 4.0--Scope of Work and Specifications
 - 5) Section 5.0--Required Forms
 - 6) Attachment A--Omnitrans Travel and Expense Guidelines

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- 7) Attachment B--Sample Contract
- B. Priority of Specifications
 - 1) In case of any deviation between the language in Sections 1.0, 2.0, 3.0, or 4.0 of this RFP, the highest numbered section will govern.
 - 2) In case of deviation between any of the preceding and any amendments or modifications, the amendments or modifications will govern.

14. OMISSIONS

- A. Notwithstanding the provision of drawings, technical specifications, or other data by Omnitrans, the Contractor is responsible for supplying all parts and details required to make the project complete and ready for service even though such details may not be specifically mentioned in the drawings and specifications.
- B. Any other items that are installed by Omnitrans are not the responsibility of the Contractor unless they are included in this contract.

15. WARRANTY OF SPECIFICATIONS AND PROPOSED PRICE

- A. Contractor represents and warrants that in setting the Bid Price, that:
 - 1) Contractor has done so after a thorough review of any and all scope of work, plans, drawings and specifications.
 - 2) Contractor deems that the aforementioned documents are sufficiently complete to enable Contractor to establish the Bid Price set forth herein.
 - 3) Contractor deems the bid price is adequate to provide all labor, service, equipment, or material to complete the work as stated herein, according to industry standards and good workmanship, and by the delivery deadline.
- B. Contractor acknowledges that except for adjustments in the Bid Price by change orders, Contractor shall provide all items in conformance to the contract documents and Omnitrans will in no event be chargeable for more than the Bid Price.

16. INADEQUATE SERVICES

- A. The rights and remedies of Omnitrans provided herein **are** not exclusive and are in addition to any other rights and remedies provided under the contract or by law.

- B. Should Contractor fail, neglect, or refuse to perform all of the requirements in the RFP, its amendments, modifications, and accepted portions of the Contractor's proposal in the time and manner required, Omnitrans will have the right to take any combination of or all of the following actions without limitation to Omnitrans' other rights:
- 1) Terminate the Contract for Contractor Default.
 - 2) Cancel any portions of the contract and affect any remedy Omnitrans deems necessary to fulfill the requirements of the canceled portions of the contract.
 - 3) Procure such Services necessary to meet the contract requirements.
 - 4) Receive from Contractor payment in full and within 30 days for all expenses incurred to fulfill the contract requirements.

17. DELAYS IN CONTRACT PERFORMANCE

A. Extension of Time

- 1) Omnitrans *may* grant an extension of time based on the following circumstances, only if those circumstances directly cause delays related to the performance of the contract:
 - a) An act or neglect of Omnitrans;
 - b) An act or neglect of a third party;
 - c) Separate Contractor employed by Omnitrans;
 - d) Changes ordered in the work;
 - e) Labor dispute;
 - f) Fire;
 - g) Unusual delay in deliveries;
 - h) Unavoidable casualties;
 - i) Other causes beyond Contractor's control;
 - j) Delay authorized by Omnitrans pending arbitration; and
 - k) Other causes which Omnitrans determines may justify delay.
- 2) Any extension in time based on the preceding, for completion of the work, shall be extended by change order for a period commensurate with such delay.

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- 3) Any extension in time will not extend the duration of the contract, but is only for the period of performance window that is within duration of the contract.

B. No Damage for Delay

- 1) Contractor hereby expressly acknowledges and agrees that Contractor waives any and all claims, and/or rights, for damages or relief from Omnitrans for any delays in prosecution and completion of the work as a result of any action or inaction of Omnitrans with the following exceptions:
 - a) Omnitrans caused the delay and it was so long in duration or was of such a nature, that it was not within the contemplation of the parties when the contract was awarded;
 - b) Omnitrans deliberately intended to delay Contractor; or
 - c) Omnitrans acted in bad faith.
- 2) Contractor shall not be subject to any claim for liquidated damages by Omnitrans for the period of delay, which meets those conditions.

C. Obligation to Continue Work

- 1) Contractor, in the event of any dispute or controversy with Omnitrans over any matter whatsoever, shall not cause any delay or cessation in or of Contractor's work, but shall proceed under the contract with the performance of the work required thereby.
- 2) Contractor shall include in their documents, with any and all levels of tier Subcontractors, the following:

Subcontractor, in the event of any dispute or controversy with Contractor or any other Subcontractor over any matter whatsoever, shall not cause any delay or cessation in or for subcontract's work or the work of any other subcontract or of Contractor but shall proceed under that subcontract agreement with the performance of the work required thereby.

D. Suspension of Work by Omnitrans

- 1) Omnitrans may, without cause, order Contractor, in writing, to suspend, delay, or interrupt the work in whole or in part for such period of time as Omnitrans may determine.
- 2) An adjustment shall be made for increases in the cost of performance of the contract, including profit on the increased cost of performance caused by suspension, delay or interruption.

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- 3) No adjustment shall be made to the extent that:
 - a) Performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible.
 - b) Force Majeure.
 - c) An equitable adjustment was made under another provision of this contract.
- 4) Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee. Any such petitions for adjustments are subject to audit, Federal Cost Principles, and any other provision of this contract.

End of Section 3.0



SECTION 4.0

SCOPE OF WORK AND SPECIFICATIONS

RFP-MKT11-4

**PUBLIC RELATIONS FIRM
SERVICES**

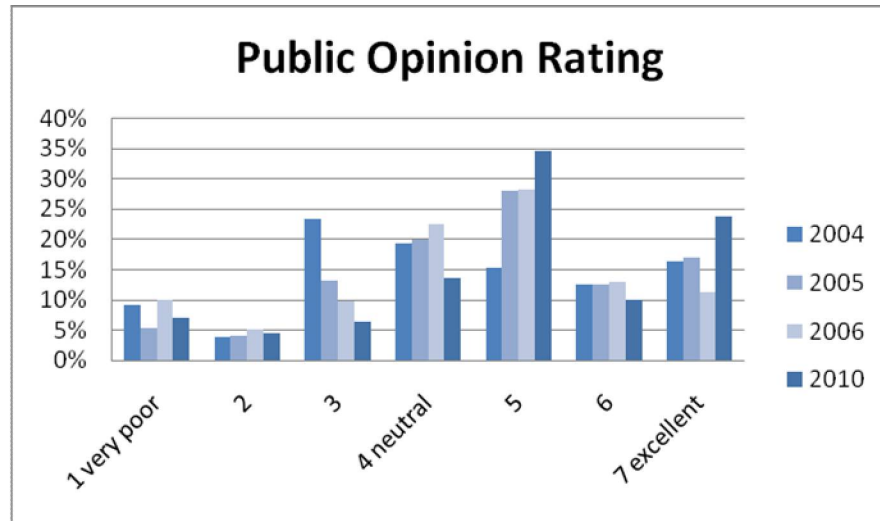
1. INTRODUCTION, BACKGROUND, AND BUDGET

A. Introduction

- 1) Omnitrans is seeking a qualified public relations firm to provide professional assistance in the areas of public relations strategic planning, media relations, community relations and stakeholder outreach in an effort to improve the overall public awareness and image of Omnitrans.
- 2) The selected firm (Contractor) shall provide all of the requirements of this RFP and its amendments to include:
 - a) Without limitation, provide a situation analysis of current conditions.
 - b) Develop a strategic public relations plan to achieve desired objectives.
 - c) Assist and advise Omnitrans in the implementation of the public relations plan.
 - d) Provide ongoing support related to media relations, stakeholder relations and community relations.
 - e) Provide coaching to Omnitrans senior staff members.
 - f) Develop communications materials to support the public relations plan.
 - g) All must be accomplished in the time required and for up to a five-year period.
- 3) Under separate contract, Omnitrans utilizes a full service advertising agency to develop marketing messages and disseminate messages through paid media and collateral materials. The firm hired to provide public relations services is not expected to develop marketing campaigns but may be required to confer with the advertising agency on issues of mutual interest.
- 4) Under separate contract, Omnitrans utilizes or may utilize other firms to provide public relations and communications services for capital projects such as the sbX E Street Corridor Bus Rapid Transit Project or transit center projects. The firm hired to represent Omnitrans for this contract may be required to liaise and cooperate with these other firms on issues of mutual interest.

B. Background

- 1) Omnitrans is a Joint Powers Agency (JPA) created in 1976 to provide public mass transit services to 16 member jurisdictions located in Southeastern San Bernardino County.
- 2) Omnitrans' service area covers 456 square miles bordered by the Los Angeles County line, Riverside County line, and the San Bernardino and San Gabriel Mountains. The service area includes the communities of Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, Yucaipa and some unincorporated areas of San Bernardino County.
- 3) Omnitrans operates fixed route bus service directly utilizing a fleet of approximately 158 full-sized buses. Omnitrans also provides paratransit and dial-a-ride services, utilizing a fleet of approximately 100 vans and minibuses operated by a private contractor.
- 4) Omnitrans currently has approximately 650 direct employees and approximately 200 contract employees.
- 5) Over 1 million people reside in this service area. Omnitrans currently operates 27 bus routes plus special transit services including OmniLink and Access.
- 6) Between 2000 and 2010, Omnitrans received negative publicity related to:
 - a) Community concern related to natural gas fueling operations at the San Bernardino facility. (2000-2004).
 - b) Protracted labor negotiations with bus driver union. (2005, 2007)
 - c) Negative findings in Federal Transit Administration triennial review and annual financial audits (2004-2007).
 - d) Fatal attack on Coach Operator (2010).
- 7) Public opinion was at a low 44.2% positive rating in 2004 according to the Inland Empire Annual Survey of residents in the Omnitrans service area. Through proactive public relations efforts, public opinion rose to 68.6% positive in the most recent Inland Empire Annual Survey. (see graph)



- 8) Omnitrans has maintained a 90% or higher customer satisfaction rating in rider surveys conducted in 2000, 2003 and 2007.
- 9) Unaided awareness of Omnitrans has ranged from 38% in 2004 to 49% in 2010. Total awareness (aided and unaided) has ranged from 84% in 2004 to 91% in 2010. Data from Inland Empire Annual Survey.

C. Budget

- 1) Public Relations firm expenses are adjusted annually based on anticipated needs and budget availability. While these amounts are budgeted, the figures supplied here are not to be construed as a commitment by Omnitrans to spend these amounts with any selected firm.
 - a) The Fiscal Year (FY) 2010-2011 Marketing Budget provides for \$15,000 for Public Relations services.
 - b) The average amount budgeted for Public Relations services over the past five years was approximately \$33,000 annually.

2. PROJECT OBJECTIVES

- A. To obtain the services of a qualified firm to assist Omnitrans in development of a coordinated public relations strategy through effective communications.
- B. To mitigate any short term negative publicity and maintain a positive image for the long term.
- C. Maintain trust and goodwill among key groups: board members, elected officials, community leaders, employees, media and the general public.
- D. Strengthen general support of public transportation among opinion leasers as well as local, state and federal officials to positively impact legislative decisions.

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- E. Present an image which demonstrates that Omnitrans is a good steward of tax dollars and a valuable community asset.
- F. Through effective public relations, contribute to a positive public image and overall awareness of Omnitrans.
 - 1) Improve public image of Omnitrans to achieve 75% positive rating.
 - 2) Increase awareness of Omnitrans to achieve 55% unaided; 95% overall awareness.

3. SCOPE OF WORK

- A. Contractor shall assist Omnitrans in:
 - 1) Creating a strategic plan for public relations.
 - 2) Identifying and reaching target audiences.
 - 3) Developing and presenting key messages to achieve goals.
 - 4) Analyzing and selecting appropriate methods of disseminating key messages.
 - 5) Improving skills of Omnitrans staff to respond to concerns of media, elected officials, community opinion leaders and others.
 - 6) Improving relations with board members, elected officials, community leaders, employees, media and the general public.
 - 7) Utilizing Omnitrans' resources efficiently and effectively to achieve public relations goals.
 - 8) Track, quantify, and evaluate results and effectiveness of public relations efforts.
- B. Contractor shall:
 - 1) Provide, at its sole expense, all services that are necessary to fulfill the requirements of this RFP including tangent requirements that may not be included herein, but are necessary to fulfill the RFP requirements.
 - 2) Provide estimate costs for approval before communications or collateral materials are purchased or fully developed.

4. REVIEW, ACCEPTANCE OR NON-ACCEPTANCE, AND REVISION OF WORK

A. Pre-Production Review

- 1) The Omnitrans' Director of Marketing or designee (Project Manager) will review all work before production of that work to determine whether that work meets Omnitrans' requirements.
- 2) Project Manager may reject the work or parts of it, according to the Non-Acceptance of Work paragraphs, in which case production of the rejected work may not proceed.
- 3) Project Manager may accept the work or parts of the work according to the Acceptance of Work paragraphs, in which case production of the accepted work may proceed.

B. Acceptance of the Work

- 1) Project Manager will accept work that has been deemed satisfactory according to Omnitrans' requirements and will notify Contractor in either verbal or written form.
- 2) Contractor may bill Omnitrans for Accepted Work at the accepted proposal rates.

C. Non-Acceptance of Work

- 1) Project Manager will not accept work that has been deemed unsatisfactory, according to Omnitrans' requirements and will notify Contractor in either verbal or written form.
- 2) Project Manager will review the revised work according to Omnitrans' requirements and the Review, Acceptance or Non-Acceptance, and Revision of Work subsection.
- 3) Contractor shall make revisions to all unsatisfactory work at Contractor's sole expense until that work is accepted by the Project Manager. Unsatisfactory work includes obvious errors or omissions, failure to carry out prescribed requirements, and non-professional work, which may include artistic work that does not, according to Project Manager, adequately convey Omnitrans' requirements.
- 4) Contractor shall complete all revisions to work in the time required by the original request, unless otherwise approved by the Project Manager.

End of Section 4.0



SECTION 5.0

FORMS

RFP-MKT11-4

PUBLIC RELATIONS FIRM SERVICES

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SUBMISSION OF FORMS

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1. *If a qualifier, i.e. (Required >\$100,000) follows the title of the form, then submit that form only if the BID meets that requirement.*
2. Duplicate forms as necessary.
3. ***Submit Only Those Forms that are Checked, unless required elsewhere in the IFB/RFP.***
4. *Submit the following **Before** Bid Submission:*
 - ☒ **Procurement Document Request Form** (Required to remain on bidder's list and receive Bid Document, ignore if your firm already sent this).
5. *Submit the following **at the Time of Bid Submission**:*
 - A. ☒ **Bid Pricing Form (printed)** Complete, Signed, and Notarized.
 - B. ☒ **Acknowledgment of Amendments.**
 - C. ☒ **Affidavit of Non-Collusion.** Complete, Signed, and Notarized.
 - D. ☐ **Request for Clarifications, Recommendations, Approved Equals.**
 - E. ☐ **Buy America Certificate** (Required>\$100,000).
 - F. ☒ **Current Client References (5).**
 - G. ☒ **Debarment, Suspension, & Other Responsibility Matters.** (Required Prime and Subcontractors whose share is > \$25,000).
 - H. ☒ **List of Subcontractors and DBEs (Required >1/2% of 1% Share of Bid).**
 - I. ☒ **Bidders List Information.**
 - J. ☒ **Proposed Disadvantaged Business Enterprise (DBE) Participation (Optional).**
 - K. ☒ **Not on Excluded Parties List System of Ineligible Contractors.**
 - L. ☒ **Restrictions On Lobbying** (Required Prime and Subcontractors whose share is > \$100,000).
6. *Submit the following Required Forms at the Time of Contract Award*
 - A. ☒ **Proof of Licenses.** As required by law, in addition to contract requirements. Must be California approved, valid, showing expiration dates and license numbers. These include, but are not limited to (**Only those items checked**):
 - 1) ☒ Sales or Services: computer, etc.
 - 2) ☒ Business: authorized by the city wherein business is to be conducted.
 - 3) ☐ Driver's: within classification, required, valid, etc.
 - 4) ☒ Others: any not mentioned herein, but required by industry standards, required by law, by requirements of this contract.
 - B. ☒ **Proof of Permits:** as required by law, in addition to contract requirements. Must be California approved, valid, showing expiration dates and license numbers.

SECTION 5.0 FORMS
RFP-MKT11-4, PR FIRM SERVICES

SUBMISSION OF FORMS (CONTINUED)

- C. ☒ **Insurance Certificate (Proof)** must meet the requirements in the request for proposal. If the Insurance Certificate is submitted with the bid, the Notice to Proceed can be issued sooner. Failure to submit this may result in contract award annulment.

OMNITRANS
1700 WEST FIFTH STREET
SAN BERNARDINO, CALIFORNIA 92411-2499
SECTION 5.0 FORMS
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NOTICE INVITING BID OR PROPOSAL REPLY (REQUIRED)

Failure to return this form will result in your firm being removed from the Omnitrans bid list and your firm may not receive a Bid Document.

Send this form via mail or fax to:

Omnitrans
Contracts Manager
1700 West Fifth Street
San Bernardino, CA 92411
(909) 379-7128
(909) 379-7107 FAX

Bid Item Number: **RFP-MKT11-4**

Bid Title: Public Relations Firm Services

Bid Deadline: No Later than **Wednesday, September 8, 2010 at 3:00 p.m. PDT**

1. BID DOCUMENT REQUEST. Indicate *all* of the following.

- ☐ Intend to bid on this RFP.
- ☐ Registered at website as instructed in the Notice of RFP to receive notifications and amendments.

2. NO BID. Indicate *any* of the following. We:

- ☐ Do NOT desire to be retained on the vendor list.
- ☐ Desire to be retained on the vendor list, but decline to bid based on the following:
- ☐ Cannot comply with specifications. Explain _____
- ☐ Cannot meet delivery requirements. Explain _____
- ☐ Do not regularly provide above requirements.
- ☐ Other. Explain _____

Bidder's Company Name _____

Legal Structure (corp./partner/proprietor) _____

Principle Office Address _____

City, ST, Zip _____

Phone Number _____

E-Mail _____

Fax Number _____

Federal Employer Identification Number _____

Title of Person Authorized to Sign _____

Print Name of Person Authorized to Sign _____

Authorized Signature and Date Signed _____

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SECTION 5.0 FORMS
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BID PRICING FORM (REQUIRED)

Include all direct and indirect costs necessary to perform the requirements of the contract.					
	Base Yr 1	Base Yr 2	Base Yr 3	Opt Yr 1	Opt Yr 2
Beginning Date and Ending Dates	12/7/10 to 12/6/11	12/7/11 to 12/6/12	12/7/12 to 12/6/13	12/7/13 to 12/6/14	12/7/14 to 12/6/15
Hourly Rate for Key Staff (Classification)	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
1.					
2.					
3.					
4.					
5.					
6.					
7. Other:					

Above pricing includes everything necessary to perform the requirements of the contract. Attach additional sheets as required to disclose pricing information in full. The undersigned agrees to provide the requirements of this Procurement.

Bidder's Company Name (corp./partner/proprietor) Principle Office Address City, ST, Zip Phone Number Fax Number E-mail Number Federal Employer I.D. Number Title of Person Authorized to Sign Print Name Authorized to Sign Authorized Signature Date Signed	Subscribed and sworn to before me this day of _____, 2010 Notary Public Signature Commission Expires
--	--

SECTION 5.0 FORMS
RFP-MKT11-4, PR FIRM SERVICES

ACKNOWLEDGEMENT OF AMENDMENTS (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

The bidder acknowledges the receipt of amendment(s) to this **BID** as numbered and dated:

Amendment No. _____	Date _____
Amendment No. _____	Date _____
Amendment No. _____	Date _____
Amendment No. _____	Date _____
Amendment No. _____	Date _____
Amendment No. _____	Date _____
Amendment No. _____	Date _____
Amendment No. _____	Date _____
Amendment No. _____	Date _____
Amendment No. _____	Date _____

Bidder's Company Name _____

Legal Structure (corp./partner/proprietor) _____

Principle Office Address _____

City, ST, Zip _____

Phone Number _____

Fax Number _____

E-Mail _____

Federal Employer Identification Number _____

Title of Person Authorized to Sign _____

Print Name of Person Authorized to Sign _____

Date Signed and Authorized Signature _____

SECTION 5.0 FORMS
RFP-MKT11-4, PR FIRM SERVICES

AFFIDAVIT OF NON-COLLUSION (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

I hereby swear (or affirm) under penalty of perjury that:

1. I am the bidder (if the bidder is an individual), a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation and have authority to sign on its behalf (if the bidder is a corporation);
2. The bidder has independently produced the attached bid(s) without collusion, agreement, understanding or planned common course of action, with any other source, that would limit independent bidding competition;
3. The contents of the bid(s) have not been communicated by the bidder and or its employees and or agents to any person not an employee and or agent of the bidder and or its surety, on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid, and
4. I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Bidder's Company Name	Subscribed and sworn to before me this
(corp./partner/proprietor)	day of, 2010
Principle Office Address	
City, ST, Zip	
Phone Number	
Fax Number	Notary Public Signature
E-mail Number	
Federal Employer I.D. Number	
Title of Person Authorized to Sign	
Print Name Authorized to Sign	
Authorized Signature	
Date Signed	Commission Expires

SECTION 5.0 FORMS
RFP-MKT11-4, PR FIRM SERVICES

CLIENT REFERENCES

Submit this form with the BID, failure to do so is grounds for disqualification.

Company	
Address	
City, ST, Zip	
Phone Number	Fax
Contact Name/Title	
Type of Engagement	
Company	
Address	
City, ST, Zip	
Phone Number	Fax
Contact Name/Title	
Type of Engagement	
Company	
Address	
City, ST, Zip	
Phone Number	Fax
Contact Name/Title	
Type of Engagement	
Company	
Address	
City, ST, Zip	
Phone Number	Fax
Contact Name/Title	
Type of Engagement	
Company	
Address	
City, ST, Zip	
Phone Number	Fax
Contact Name/Title	
Type of Engagement	

Bidder's Company Name	
Legal Structure (corp./partner/proprietor)	
Principle Office Address	
City, ST, Zip	
Phone Number	
Fax Number	
E-Mail	
Federal Employer Identification Number	
Title of Person Authorized to Sign	
Print Name of Person Authorized to Sign	
Date Signed and Authorized Signature	

SECTION 5.0 FORMS
RFP-MKT11-4, PR FIRM SERVICES

**DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS
(REQUIRED >\$25,000)**

Submit this form with BID, failure to do so is grounds for disqualification.

One (1) form required of each bidder and subcontractor having greater than a \$25,000 share of the bid. U.S. Code, Title 31, § 6101 note and U.S. DOT regulations on “Debarment and Suspension,” 49 C.F.R. Part 29.

The Participant (the bidder and potential contractor or potential subcontractor for a third party contract) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

An explanation must be attached to this certification regarding any exception(s).

The Primary Participant certifies that it has authority under State and local laws to comply with the subject assurances, the truthfulness and accuracy of the contents of this certification, any attached explanation submitted herewith, understands the applicability of 31 U.S.C. Sections 3801 *Et. Seq.* and that this certification has been legally made.

Bidder's Company Name _____
Legal Structure (corp./partner/proprietor) _____
Select One _____
Principle Office Address _____
City, ST, Zip _____
Phone Number _____
Fax Number _____
E-Mail _____
Federal Employer Identification Number _____
Title of Person Authorized to Sign _____
Print Name of Person Authorized to Sign _____
Date Signed and Authorized Signature _____

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SECTION 5.0 FORMS
RFP-MKT11-4, PR FIRM SERVICES

LIST OF SUBCONTRACTORS AND DBES (REQUIRED >½% OF 1% SHARE OF BID)

Submit this form with the BID, failure to do so is grounds for disqualification.

One (1) form required of each bidder and proposed subcontractor having greater than ½% of 1% share of the bid. Government Code § 4100 on, "Subletting and Subcontract Fair Practices Act".

Company	CL #
Address	
City, ST, Zip	
Phone Number	Fax Number
Contact Name/Title	
Type of Engagement	
Type of work to be performed	
Dollar value of participation	DBE qualified? Yes ☐ No ☐

Company	CL #
Address	
City, ST, Zip	
Phone Number	Fax Number
Contact Name/Title	
Type of Engagement	
Type of work to be performed	
Dollar value of participation	DBE qualified? Yes ☐ No ☐

Company	CL #
Address	
City, ST, Zip	
Phone Number	Fax Number
Contact Name/Title	
Type of Engagement	
Type of work to be performed	
Dollar value of participation	DBE qualified? Yes ☐ No ☐

Total DBE participation	Dollars	% of Total Contract
-------------------------	---------	---------------------

Bidder's Company Name	
Legal Structure (corp./partner/proprietor)	
Principle Office Address	
City, ST, Zip	
Phone Number	
Fax Number	
E-Mail	
Federal Employer Identification Number	
Title of Person Authorized to Sign	
Print Name of Person Authorized to Sign	
Date Signed and Authorized Signature	

DUPLICATE THIS FORM AS NECESSARY TO COMPLETE LIST (SIGN LAST ONE)

SECTION 5.0 FORMS
RFP-MKT11-4, PR FIRM SERVICES

BIDDERS LIST INFORMATION (REQUIRED, IF APPLICABLE)

Omnitrans has a contractual responsibility to the FTA to develop a Bidders List that contains the following information, therefore, all bidders ***MUST*** supply it for each firm, including both DBEs (Disadvantaged Business Enterprise) and non-DBEs, that bid or quote on sub-contracts for this project.

Firm Name	
Firm Address	
Firm Status as a DBE or non-DBE	
Age of Firm	
Annual Gross Receipts	

Firm Name	
Firm Address	
Firm Status as a DBE or non-DBE	
Age of Firm	
Annual Gross Receipts	

Firm Name	
Firm Address	
Firm Status as a DBE or non-DBE	
Age of Firm	
Annual Gross Receipts	

Firm Name	
Firm Address	
Firm Status as a DBE or non-DBE	
Age of Firm	
Annual Gross Receipts	

Firm Name	
Firm Address	
Firm Status as a DBE or non-DBE	
Age of Firm	
Annual Gross Receipts	

(DUPLICATE THIS FORM AS REQUIRED)

SECTION 5.0 FORMS
RFP-MKT11-4, PR FIRM SERVICES

**PROPOSED DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION
(OPTIONAL)**

This form must be submitted with the BID, to have it considered during BID evaluation.

The bidder intends to utilize the following DBE contractors on this project. Signature of participating DBE is confirmation of willingness to participate on this project:

Company	_____
Address	_____
City, ST, zip	_____
Phone Number	_____
Fax Number	_____
Contact Name	_____
Type of work to be performed	_____
Dollar value of participation	_____
Signature of participating DBE	

Company	_____
Address	_____
City, ST, zip	_____
Phone Number	_____
Fax Number	_____
Contact Name	_____
Type of work to be performed	_____
Dollar value of participation	_____
Signature of participating DBE	

Company	_____
Address	_____
City, ST, zip	_____
Phone Number	_____
Fax Number	_____
Contact Name	_____
Type of work to be performed	_____
Dollar value of participation	_____
Signature of participating DBE	

Company	_____
Address	_____
City, ST, zip	_____
Phone Number	_____
Fax Number	_____
Contact Name	_____
Type of work to be performed	_____
Dollar value of participation	_____
Signature of participating DBE	

(DUPLICATE THIS FORM AS REQUIRED)

SECTION 5.0 FORMS
RFP-MKT11-4, PR FIRM SERVICES

**NOT ON EXCLUDED PARTIES LIST SYSTEM OF INELIGIBLE CONTRACTORS
(REQUIRED)**

Submit this form with the BID, failure to do so is grounds for disqualification.

The Bidder certifies that it is NOT on the Excluded Parties List of Ineligible Firms for federally financed and assisted construction, materials, equipment contracts or services.

Bidder's Company Name

Legal Structure (corp./partner/proprietor)

Principle Office Address

City, ST, Zip

Phone Number

Fax Number

E-Mail

Federal Employer Identification Number

Title of Person Authorized to Sign

Print Name of Person Authorized to Sign

Date Signed and Authorized Signature

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RESTRICTIONS ON LOBBYING (REQUIRED >\$100,000)

Submit this form before final contract award, failure to do so is grounds for disqualification.

One form required of bidder and subcontractor having greater than a \$100,000 share of the bid. 31 U.S.C., § 1352 and U.S. DOT regulations on "New Restrictions on Lobbying," 49 C.F.R. Part 20.

Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operation Service Contract/Turnkey contracts.

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all tiers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, as signed below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Bidder's Company Name _____

Legal Structure (corp./partner/proprietor) _____

Select One ☐ Prime or ☐ Subcontractor (submit after award) _____

Principle Office Address _____

City, ST, Zip _____

Phone Number _____

Fax Number _____

E-Mail _____

Federal Employer Identification Number _____

Title of Person Authorized to Sign _____

Print Name of Person Authorized to Sign _____

Date Signed and Authorized Signature _____

OMNITRANS TRAVEL AND EXPENSE GUIDELINES

ATTACHMENT “A”

**OMNITRANS TRAVEL AND
EXPENSE GUIDELINES**

RFP-MKT11-4

**PUBLIC RELATIONS FIRM
SERVICES**

OMNITRANS TRAVEL AND EXPENSE GUIDELINES

All invoices shall include an itemized listing supported by copies of the original bills, invoices, expense reports and miscellaneous supporting data.

All travel submitted for reimbursement either to Los Angeles/Ontario or from Los Angeles/Ontario to other locations, shall have approval by OMNITRANS' Project Manager.

Time for travel will not be reimbursed except for travel during normal business hours.

A. Auto Mileage

Auto mileage will be reimbursed at the current IRS approved mileage rate.

B. Air Travel

Air fares will be reimbursed based on the most direct route at coach class travel rates. Upgrading (coach to a higher class) of airline tickets will only be reimbursed when approved, and only when the business schedule requires immediate travel, and only higher class seats are available. The downgrading (exchange) of any airline ticket where the Contractor receives financial or personal gain is not permitted. If a trip is postponed, reservations should be cancelled immediately.

Travel arrangements should be made as early as possible (preferably three weeks) to take advantage of advanced reservation rates.

C. Combining Business Travel with Personal Travel

The Contractor's employees may combine personal travel with OMNITRANS business only if the personal travel does not increase the cost to OMNITRANS. Arrangement for personal travel should be handled by the Contractor's employee. OMNITRANS will not manage personal travel.

D. Air Travel Insurance

OMNITRANS does not pay for air travel insurance.

E. Accommodations

OMNITRANS will reimburse hotel room fees at the governmental rate. OMNITRANS may reimburse hotel room fees at the standard rate based on single room occupancy in cases where a government rate is not available. OMNITRANS will provide a letter to the Contractor which authorizes hotels to provide rooms at a government rate. This authorization only applies to OMNITRANS business travel.

OMNITRANS TRAVEL AND EXPENSE GUIDELINES

F. Laundry

Laundry and dry cleaning charges will only be paid if a Contractor's employee is on travel for OMNITRANS for a period in excess of six (6) consecutive days.

G. Entertainment

OMNITRANS will not pay for the rental of premium channel movies, use of health club facilities or other forms of entertainment.

H. Meals

Meals will be reimbursed based on the actual cost up to a maximum of \$40.00 per day of travel, with no more than \$25.00 for individual meals. Receipts are required for all meals. In order to be reimbursed, meal receipts (itemized if possible) in the form of receipts, credit card receipts, or cash register tape must be submitted. OMNITRANS will not pay for alcoholic beverages.

In lieu of itemizing meal expenses and submitting receipts, the Contractor's employees may claim the standard \$26.00 per diem for the duration of the travel.

I. Telephone Usage

The Contractor's employees shall submit documentation regarding all telephone calls charged to OMNITRANS. Documentation must include the name of the party being called and the purpose of the call. OMNITRANS shall allow one business call upon arrival and one call prior to departure. OMNITRANS will not pay for additional business calls unless directly related to the Contract. Personal telephone calls are not reimbursable unless the Contractor's employee is on travel for OMNITRANS for more than three consecutive days. In this case, the cost of a call shall not exceed \$5.00 and one call is permitted every other day.

J. Parking and Ground Transportation

Public transportation should be used whenever possible; however, if necessary, rental car expenses including gas will be reimbursed for authorized travel only. Cab fare (on a shared basis whenever possible) is reimbursable. Receipts shall be required to document all parking charges as well as other ground transportation charges.

The Contractor's employees shall rent the lowest automobile classification appropriate for the size or purpose of the group using the vehicle.

1-2 Travelers	Compact
3 Travelers	Medium/Intermediate
4-5 Travelers	Full Size/Standard Equipment
6+ Travelers	Van

The Contractor's employees must fuel rental automobiles prior to turn-in.

OMNITRANS TRAVEL AND EXPENSE GUIDELINES

K. General Parking

The Contractor's employees should take advantage of "Early Bird Parking" whenever possible. Parking expense incurred while conducting OMNITRANS business is reimbursable.

L. Tolls and Fees

Transportation related toll charges incurred while on OMNITRANS business is reimbursable.

M. Baggage Handling

Baggage handling service fees within or outside the Los Angeles/Ontario region are reimbursable at standard reasonable rates.

N. Other Business Expenses

Supplies, equipment rental reprographics, and facsimile related expenses may be reimbursed when traveling on OMNITRANS business. Such expenses shall be billed at cost.

O. Non-Allowable Expenses

OMNITRANS will not provide any reimbursement for personal entertainment expenses, alcoholic beverages, travel expenses for family members, use of health club facilities, movies in hotels, personal items, charitable contributions, etc.

P. Other Source of Information

Information not addressed herein regarding the allowability of cost reimbursement expenses is contained in the Federal Acquisition Regulations.



ATTACHMENT “B”

SAMPLE CONTRACT FORM

RFP-MKT11-4

**PUBLIC RELATIONS FIRM
SERVICES**

 Omnitrans STANDARD CONTRACT 1700 West Fifth Street San Bernardino CA 92411	☒	New					Contract Number
	☐	Change					
	☐	Cancel					
	Omnitrans Department			Dept. No.		Project	
	Omnitrans Procurement Representative			Telephone		Total Contract Amount \$	
Contract Type:							
		Contract Start Date	Contract End Date	Original Amount \$	Amended Amount		

IT IS HEREBY AGREED AS FOLLOWS:

1. **Contract Documents.** The complete Contract Record includes all of the following Contract Documents, either included herewith or incorporated herein by reference, and they are included in their entirety as a part of this Contract, A first, then B, then C:
 - A. This signed Agreement dated _____ 2010 and any and all of its Amendments, Appendices, Exhibits and Attachments;
 - B. Omnitrans' Solicitation Number _____ dated _____ and any and all of its Amendments, Appendices, Exhibits and Attachments;
 - C. Contractor's Proposal dated _____ and any and all of its Amendments, Appendices, Exhibits and Attachments;
2. **Scope of Work.** The Contractor agrees to perform certain work set forth and particularly described in the aforementioned documents, incorporated herein by reference, in consideration of:
3. **Compensation.** Omnitrans agrees to pay, and the Contractor agrees to accept in full, payment for the work outlined in the Contract Documents, the sum of:
 BASE BID.....\$_____
4. **Contract Duration.** The duration of this contract is _____ years with a start date of _____ and an end date of _____.
5. **Omnitrans Contacts.**

Contract Technical Activities:

Contract Administration:

6. **Required Documents.** As required by the RFP, the final award of this contract is contingent on the receipt of the following remaining documents:

7. **Instructions.** Sign both originals of this document, and return with the required documents to Omnitrans' Contracts Manager, within ten (10) business days, addressed as follows:

Omnitrans
Attn: Warwick – Procurement Department
1700 W. Fifth Street
San Bernardino, CA 92411

This Agreement is executed upon signature by Omnitrans' CEO/General Manager. One signed original will be returned to Contractor.

The Notice to Proceed letter and a purchase order will be issued after all of the above-referenced contingencies have been met and this Agreement has been signed by both Parties. **NO WORK SHALL COMMENCE UNTIL THE NOTICE TO PROCEED HAS BEEN ISSUED.**

IN WITNESS WHEREOF, Omnitrans and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers on its respective behalf.

OMNITRANS

CONTRACTOR

Milo Victoria, CEO/General Manager

By

(Authorized signature – **sign in blue ink**)

Dated

Name

(Print or type name of person signing contract)

Title

(Print or Type)

Date
