

REQUEST FOR PROPOSALS (RFP) 9-0474

Website Development Services



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

Key RFP Dates

Issued:	May 13, 2009
Written Questions:	May 18, 2009
Submit Offer:	June 9, 2009

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May 13, 2009

**SUBJECT: NOTICE OF REQUEST FOR PROPOSALS
RFP 9-0474: Website Development Services**

Gentlemen/Ladies:

The Orange County Transportation Authority (Authority) invites proposals from qualified firms to provide website design, programming enhancements and e-mail communication services for the Marketing department on an as-needed basis with no guarantee of usage.

Proposals must be received in the Orange County Transportation Authority's office at or before 2:00 p.m. on June 9, 2009.

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

**Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, 4th Floor
Orange, California 92868
Attention: Pia Veesapen, Senior Contract Administrator**

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

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

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

Firms interested in obtaining a copy of this Request For Proposals (RFP) 9-0474 may do so by faxing their request to (714) 560-5792, or e-mail your

request to *rfp_ifb_Requests@octa.net* or calling (714) 560-5922. Please include the following information:

- Name of Firm
- Address
- Contact Person
- Telephone and Facsimile Number
- Request For Proposal (RFP) 9-0474

All firms interested in doing business with the Authority are required to register their business on-line at CAMMNet, the Authority's interactive website. The website can be found at *www.octa.net*. From the site menu, click on CAMMNet to register.

To receive all further information regarding this RFP 9-0474, firms must be registered on CAMMNet with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Commodities for this solicitation are:

Category(s):

Marketing, Advertising and
Media Services

Professional Services

Commodity(s):

Webpage Graphic Design

Webpage Development &
Management Services

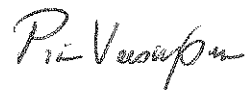
Offerors are encouraged to subcontract with small businesses to the maximum extent possible.

The Offeror will be required to comply with all applicable equal opportunity laws and regulations.

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

The budget for the initial term of this project is \$100,000.00.

Sincerely,

A handwritten signature in cursive script, appearing to read "Pia Veasapen".

Pia Veasapen
Senior Contract Administrator,
Contracts Administration and Materials Management

SECTION I
INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. EXAMINATION OF PROPOSAL DOCUMENTS

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

B. ADDENDA

Any Authority changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals.

C. AUTHORITY CONTACT

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

Pia Veasapen
Contracts Administration and Materials Management Department
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560.5619, Fax: 714.560.5792

D. CLARIFICATIONS

1. Examination of Documents

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

2. Submitting Requests

- a. All questions must be put in writing and must be received by the Authority no later than 4:00 p.m., on May 18, 2009.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions." The Authority is not

responsible for failure to respond to a request that has not been labeled as such.

- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
- (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Courier: Contracts Administration and Materials Management Department, 600 South Main Street, 4th Floor, Orange, California 92868.
 - (3) Facsimile: The Authority's fax number is (714) 560-5792.
 - (4) E-Mail: Pia Veesapen, Senior Contract Administrator e-mail address is pveesapen@octa.net.

3. Authority Responses

Responses from the Authority will be posted on CAMMNet, the Authority's interactive website, no later than May 19, 2009. Offerors may download responses from CAMMNet at www.octa.net/cammnet, or request responses be sent via U.S. Mail by e-mailing or faxing the request to Pia Veesapen, Senior Contract Administrator.

To receive e-mail notification of Authority responses when they are posted on CAMMNet, firms must be registered on CAMMNet with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Commodities for this solicitation are:

Category(s):

Marketing, Advertising and
Media Services

Professional Services

Commodity(s):

Webpage Graphic Design

Webpage Development &
Management Services

Inquiries received after May 18, 2009, will not be accepted.

E. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be received in the Orange County Transportation Authority's office at or before 2:00 p.m. on June 9, 2009.

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

2. Address

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

**Orange County Transportation Authority
Contracts Administration and Materials Management (Camm)
600 South Main Street, 4th Floor
Orange, California 92868
Attention: Pia Veasapen, Senior Contract Administrator**

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

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

Firms must obtain a visitor badge from the receptionist in the lobby of the 600 Building prior to delivering any information to Camm.

3. Identification of Proposals

Offeror shall submit an **original and 3 copies** of its proposal in a sealed package, addressed as shown above, bearing the Offeror's name and address and clearly marked as follows:

"RFP 9-0474: Website Development Services"

4. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.

- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to postpone proposal openings for its own convenience.
- d. Proposals received by Authority are public information and must be made available to any person upon request.
- e. Submitted proposals are not to be copyrighted.

F. PRE-CONTRACTUAL EXPENSES

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

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

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

G. JOINT OFFERS

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

H. TAXES

Offerors' proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes.

I. PROTEST PROCEDURES

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

J. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a time-and-expense contract for a one-year initial term with a one-year option term.

K. CONFLICT OF INTEREST

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

SECTION II
PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12 point font, double-spaced and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11"x17" format. Offers should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged and presentations should be brief and concise. Proposals should not exceed fifty (50) pages in length, excluding any appendices.

2. Letter of Transmittal

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

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

3. Technical Proposal

- a. **Qualifications, Related Experience and References of Offeror**

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. Describe experience in working with the various government agencies identified in this RFP.
- (4) Identify subcontractors by company name, address, contact person, telephone number and project function. Describe Offeror's experience working with each subcontractor.
- (5) Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.
- (6) Provide a list of all work performed for the Authority, either as a prime or subcontractor during the last three (3) years contracted directly with the Authority.

b. Proposed Staffing and Project Organization

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

Offeror to:

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

c. Work Plan

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

Offeror to:

- (1) Describe the approach to completing the work specified in the Scope of Work.
- (2) Outline sequentially the activities that would be undertaken in completing the work and specify who would perform them.
- (3) Identify methods that Offeror will use to ensure quality control for the project.
- (4) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.

- (5) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.
- (6) Please provide samples of previous e-mail campaigns and websites designed and programmed by your firm. May be submitted as links to the individual sites with an explanation of what your firm's role was in the implementation.

d. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Offeror wishes to propose alternative approaches to meeting the Authority's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Offeror will be deemed to have accepted the contract requirements as set forth in Exhibit C.

4. Cost and Price Proposal

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

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B), and furnish any narrative required to explain the prices quoted in the schedules. As noted earlier in these instructions, the contract will be time and expense (T&E).

5. Appendices

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

B. STATUS OF PAST AND PRESENT CONTRACTS

On Exhibit D, entitled "Status of Past and Present Contracts," Offerors shall list the status of past and present contracts where the firm has either provided services as a prime contractor or subcontractor during the past five (5) years and the contract has ended or will end in a termination, settlement or in litigation. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the

term of the contract and the original contract value. If the contract was terminated, list the reason for termination. Offeror must identify and state the status of any litigation, claims or settlement agreements related to any of the contracts. Each form must be signed by the Offeror confirming that the information provided is true and accurate.

SECTION III
EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

1. Qualifications of the Firm 30%

Technical experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.

2. Staffing and Project Organization 20%

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

3. Work Plan 30%

Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of labor distribution among the tasks; ability to meet the project deadline; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.

4. Cost and Price 20%

Reasonableness of the total price and competitiveness of this amount with other offers received; adequacy of data in support of figures quoted.

B. EVALUATION PROCEDURE

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

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

C. AWARD

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

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

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

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

EXHIBIT A
SCOPE OF WORK

SCOPE OF WORK

Website Development Services

INTRODUCTION

The Orange County Transportation Authority (OCTA) wishes to contract with a full-service web design firm (FIRM) to help achieve transportation communication goals via the OCTA corporate website. Firms proposing a prime contractor are encouraged to collaborate with sub-contractors so that turnkey web technologies can be delivered and the best design strategies are implemented. FIRM must have capabilities in areas including, but not limited to:

- Web Design and Development
- Web-based Application Development
- Web-based Database Development
- Ecommerce Website Development
- Search Engine Optimization
- Interactive Desktop Applications (Widgets)
- Technical Support
- Content Management Systems
- EMarketing (Online Mailing List/ENewsletters)
- Multimedia Development
- Internet Advertising/Banner Ad Design
- Flash Design and Development
- Web Analytics
- RSS
- Mobile Technologies

Selected FIRM will be capable of delivering a wide range of web services. This will require proficiency in areas such as web standards and industry practices, design and usability solutions, Internet security protocols, architecture information, ADA accessibility guidelines, streaming and video technologies, cross browser compatibilities, social networks, testing and quality control environments, database programming and design, software and hardware technologies, troubleshooting systems, and web application scripting languages including but not limited to: HTML, XML, JAVASCRIPT, CSS, ASP, ASP.NET, ACTION SCRIPT, PERL, PHP, RSS, SQL, and AJAX. In addition, FIRM must have a strong working knowledge of web content production and publishing tools such as Photoshop, Illustrator, Flash, Dreamweaver, HTML editors, FTP applications, video players, 3D applications, and Microsoft desktop publishing tools. Working Knowledge with Extron CMS is a must.

Non-Technical Skills:

- Ability to effectively communicate technical ideas to a non-technical audience
- Ability to take abstract ideas from staff and complete them in a professional and timely manner
- Ability to work under strict deadlines and budget constraints

BACKGROUND

OCTA works with federal, state, regional, and local officials, community groups, businesses, and other transportation agencies to provide the public with transportation solutions. As the county transportation commission agency responsible for planning, funding and delivering transportation improvements, OCTA has always focused on providing solutions that enhance mobility and improve the quality of life for the residents of Orange County.

OCTA creates and implements innovative marketing and communications programs that help educate the public on transportation issues that affects their lives. One of the key activities for the OCTA Marketing Department is to be responsible for publishing transportation information through the www.octa.net website. The OCTA website is a key educational component that offers its users a wide range of topics ranging from planning a trip to contracting opportunities.

The OCTA Website

In April 2007, in an effort to meet the growing demand of our customer needs for public transportation information, the OCTA website completed a redesign that included major improvements in navigation, content organization, style, optimization, and structure. A content management system (Extron CMS) was also implemented with the purpose of delivering technology to manage, capture, store, preserve, update public transportation information to external and internal OCTA customers.

The website provides the residents of Orange County with information on:

- Bus operations
- Metrolink commuter rail lines and related programs
- Measure M and Renewed Measure M initiatives
- Motorist and Taxicab services
- Planning and Capital Projects
- Improvements on freeways, streets and roads, and transit
- Environmental cleanup initiatives
- 91 Express Lanes Toll Road Initiatives
- OCTA news and policies
- Rideshare services for employers and general public
- Financial Information
- Corporate Governance and Board of Directors Communications
- Transportation policies and facilities, and much more

Octa.net currently houses over 700 pages of information and receives over a million hits per month. The website serves as a major resource for the organization as well as the transit dependent in Orange County.

The Existing Website Structure:

- 8 major categories: OCTA, Measure M, Bus, Metrolink, 91 Express Lanes, Freeways & Streets, Regional Initiatives, and Project Development.
- Microsites: JustClick™ trip planner, 2007 Measure M Reports, and CAMM NET procurement.
- Technologies: JAVASCRIPT, ActionScript, HTML, ASP.NET, ECommerce with encryption via SSL, RSS, Multimedia (Video, Audio, Flash, SVG), Relational Databases, and iPaper.

Website Audiences:

- Public and City Officials
- Residents of Orange County
- Local Businesses
- OCTA employees
- OCTA Board of Directors
- General Public

OCTA E-mail Communications

The marketing department in its ongoing effort to maximize communications and minimize cost has developed an E-mail Communications Program that allows OCTA to build its customer e-mail database and create a two-way communication with customers.

Customers will be able to select the information they want to receive on an ongoing basis. OCTA will create an e-Newsletter tailored to the customers' preferences. In addition, we will be able to reach a larger number of potential customers with a reduced budget by promoting our services via e-mail and using data segmentation and available e-mail acquisition techniques.

We recognize e-mail as a cost effective communication method. In order to make the transition from a print only communications strategy to an e-mail communications strategy focused on the individuals that account for over 80% of our customer base and have internet access, the marketing department has established a transition program.

SITUATION ANALYSIS

Due to the current market conditions, as reflected by steep gas prices and a sagging economy, use of public transportation over the past few months has experienced a record-breaking number of drivers off of the road and onto buses and trains. OCTA reported 6.3 million boardings in October 2008, a figure that topped the previous ridership record during the transit system's 36-year history. More than 220,000 riders rely on buses each day.

MARKETING APPROACH

The OCTA website design and technologies has been developed by OCTA staff with support from in house graphic designers, developers, and other vendors. OCTA wishes to continue this collaboration with a full-service strategic communications firm (FIRM) that offers web site development and is capable of handling the combined visual and technical elements that make an effective Web presence.

A company's website is the first thing many customers or clients see, so it is important to convey the right message – and quick. Research shows that the average user spends just a few seconds determining whether a website or page they landed on is what they are looking for. FIRM will support OCTA web efforts and online marketing initiatives in order to develop the right tools and the right approach that will yield new and repeated visitors.

SCOPE OF SERVICES

1. On-Call Web Service

This effort includes assistance in developing on demand web development services.

Deliverables:

- a) Job-by-job estimate of time and materials needed to complete the assignment approved by the designated OCTA Web Developer or Project Manager.
- b) Job delivery – will likely include web page design, programming, maintenance, and any other online communication to be deemed necessary.

2. Enhancements to existing web design

The need for new information from customers combined with technological advances make website design styles become outdated quickly. Working together with the web developer, FIRM will assist in making design enhancements throughout the site without the need for complete redesign.

Deliverables:

- a) Job-by-job estimate of time and materials needed to complete the assignment, approved by the designated OCTA web developer.
- b) Job delivery – will likely include repurposing existing content with the idea of providing more dynamic features, compelling visual, and video experiences that will provide a superior online experience.

3. E-mail Communications

OCTA has contracted a one-to-one e-mail platform called Exact Target. FIRM will use this e-mail platform to funnel all e-mail communications through.

Driving results with the e-mail channel requires a holistic view of the channel. FIRM will develop a comprehensive program that incorporates the following:

- Customer Data Identification, recovery, cleansing and collection: Identify the source of data, age and run our database through a cleansing and updating process.
- Enhance E-mail Capture & Preference Center.
- Segmentation and Targeting: to develop customer segments that serve as a basis for targeted treatments for each.
- E-mail Appending: Selecting ethical data providers, leveraging waterfalling and opt-in confirmation strategy will determine our success.
- E-mail Creative Development
- Response Modeling: Understand where people are dropping off, and develop a strategy to reengage people when they do.
- Message Sequencing: Develop integrated campaigns that optimize the right sequence and frequency of messages based on the expected call-to-action.

Website Goals

FIRM will develop and deliver the online materials designed to achieve the following goals during the course of the contract:

- Review and assess design elements to approximately 150 web pages for the purpose of improving navigation, eliminate or minimize long scrolling, increase interactivity, better use of graphical and positioning of elements, flexibility when adding new content, and enhancement of the overall look and feel to maintain synergy throughout the site.
- Work with OCTA in the implementation of a rich media application for client-side PDF book utility.
- Create a video/multimedia section to offer customers a rich web experience.
- Assist in establishing and expanding OCTA web presence through social network websites (Facebook, delicious, Digg, etc.)

PROJECT MANAGEMENT/ WEB DEVELOPER

OCTA's Web Developer will be the key contact for FIRM and will direct FIRM's work effort. The Web Developer will form, and/or be part of, an internal project team to assist in providing project direction. All jobs performed by FIRM will need a cost estimate and the OCTA Marketing Manager's approval before commencing work. FIRM will be responsible for responding to OCTA requests for services within 48-hours

FIRM shall designate a project manager within the firm to be the primary liaison with OCTA for day-to-day development activities. The project manager will manage written communications via e-mail or any other OCTA available online tool. The project manager shall have the authority to make commitments and decisions that are binding to FIRM.

EXHIBIT B
COST AND PRICE FORMS

PRICE SUMMARY SHEET

REQUEST FOR PROPOSALS (RFP) 9-0474

Enter below the proposed hourly rate(s) to perform work described in the Scope of Work, Exhibit A. Prices shall include direct costs, indirect costs, tax, and profits. The Authority's intention is to award a time-and-expense price contract.

Sample Schedule of Fees

Job Element	Initial Term	Option Term
	(07/01/09 – 06/30/10)	(07/01/10 – 06/30/11)
	Hourly Rate(s)	Hourly Rate(s)
Account Management:	\$ _____	\$ _____
Project Management:	\$ _____	\$ _____
Creative Development:	\$ _____	\$ _____
Web Designer:	\$ _____	\$ _____
Other (if applicable, please describe):	\$ _____	\$ _____
Miscellaneous	\$ _____	\$ _____

1. I acknowledge receipt of RFP 9-0474 and Addenda No.(s) _____
2. This offer shall remain firm for _____ days from the date of proposal
(Minimum 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

SIGNATURE'S NAME AND TITLE _____

DATE SIGNED _____

EXHIBIT C
PROPOSED AGREEMENT

1 PROPOSED AGREEMENT NO. C-9-0474

2 BETWEEN

3 ORANGE COUNTY TRANSPORTATION AUTHORITY

4 AND

5
6 THIS AGREEMENT is made and entered into this ____ day of _____,
7 2009, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box
8 14184, Orange, California 92863-1584, a public corporation of the state of California (hereinafter
9 referred to as "AUTHORITY"), and, , (hereinafter referred to as "FIRM").

10 WITNESSETH:

11 WHEREAS, AUTHORITY requires assistance from FIRM to provide website development
12 services on an as-needed basis with no guarantee of usage; and

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

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

16 WHEREAS, FIRM wishes to perform these services;

17 NOW, THEREFORE, it is mutually understood and agreed by AUTHORITY and FIRM as
18 follows:

19 ARTICLE 1. COMPLETE AGREEMENT

20 A. This Agreement, including all exhibits and documents incorporated herein and made
21 applicable by reference, constitutes the complete and exclusive statement of the term(s) and
22 condition(s) of the agreement between AUTHORITY and FIRM and it supersedes all prior
23 representations, understandings and communications. The invalidity in whole or in part of any term or
24 condition of this Agreement shall not affect the validity of other term(s) or condition(s).

25 B. AUTHORITY's failure to insist in any one or more instances upon FIRM's performance of
26 any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of

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

ARTICLE 2. AUTHORITY DESIGNEE

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

ARTICLE 3. SCOPE OF WORK

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

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

Names

Functions

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

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

ARTICLE 4. TERM OF AGREEMENT

A. This Agreement shall commence on July 1, 2009 and shall continue in full force and effect through June 30, 2010 ("Initial Term"), unless earlier terminated or extended as provided in this Agreement.

B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement up to an additional twelve (12) months, commencing July 1, 2010, and continuing through June 30, 2011 ("Option Term"), and thereupon require FIRM to continue to provide services, and otherwise perform, in accordance with Exhibit A, entitled "Scope of Work", and at the rates set forth in Article 5, "Payment."

C. AUTHORITY's election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for AUTHORITY's convenience or FIRM's default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extending from July 1, 2009 through June 30, 2011, which period encompasses the Initial Term and Option Term.

ARTICLE 5. PAYMENT

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

B. For each full hour of labor satisfactorily performed by FIRM's personnel under this Agreement, AUTHORITY shall pay FIRM at the hourly rate(s) set forth in Exhibit B, entitled "Price Summary Sheet," attached to and, by this reference, incorporated in and made a part of this Agreement. These rates shall remain fixed for the term of this Agreement and are acknowledged to include FIRM's direct costs, indirect costs, tax, and profit.

C. FIRM shall invoice AUTHORITY on a monthly basis for payments corresponding to the work actually completed by FIRM. Work completed shall be documented in a monthly report prepared by

FIRM, which shall accompany each invoice submitted by FIRM. FIRM shall also furnish such other information as may be requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to make full payment until such time as FIRM has documented to AUTHORITY's satisfaction, that FIRM has fully completed all work required. AUTHORITY's payment in full shall constitute AUTHORITY's final acceptance of FIRM's work.

D. Invoices shall be submitted by FIRM on a monthly basis and shall be submitted in duplicate to AUTHORITY's Accounts Payable office. Each invoice shall be accompanied by the monthly report specified in paragraph C of this Article. AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each invoice. Each invoice shall include the following information:

1. Agreement No. C-9-0474;
2. Labor (Staff name, actual hours expended, hourly billing rate, current charges and cumulative charges) performed during the billing period;
3. The time period covered by the invoice;
4. Total monthly invoice (including project-to-date cumulative invoice amount);
5. Monthly Report;
6. Certification signed by the FIRM or his/her designated alternate that a) The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The invoice is a true, complete and correct statement of reimbursable costs; c) The backup information included with the invoice is true, complete and correct in all material respects d) All payments due and owing to subcontractors and suppliers have been made; e) Timely payments will be made to subcontractors and suppliers from the proceeds of the payments covered by the certification and; f) The invoice does not include any amount which FIRM intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice.
7. Any other information as agreed or requested by AUTHORITY to substantiate the validity of an invoice.

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ARTICLE 6. MAXIMUM OBLIGATION

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

ARTICLE 7. NOTICES

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

To FIRM:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, California 92863-1584

ATTENTION:

ATTENTION: Pia Veesapen

(714) 560 - 5619

ARTICLE 8. INDEPENDENT CONTRACTOR

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

ARTICLE 9. INSURANCE

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

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

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

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

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

5. Professional Liability with minimum limits of \$1,000,000.00 per claim.

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

C. FIRM shall include on the face of the Certificate of Insurance the Agreement Number C-9-0474; and, the Contract Administrator's Name, Pia Veasapen.

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

ARTICLE 10. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 9-

0474; (3) FIRM's proposal dated _____; (4) all other documents, if any, cited herein or incorporated by reference.

ARTICLE 11. CHANGES

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

ARTICLE 12. DISPUTES

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

B. The provisions of this Article shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, FIRM shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

C. Pending final decision of a dispute hereunder, FIRM shall proceed diligently with the performance of this Agreement and in accordance with the decision of AUTHORITY's Director, Camm.

This Disputes clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any AUTHORITY official or representative on a question of law, which questions shall be settled in accordance with the laws of the state of California.

ARTICLE 13. TERMINATION

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

B. AUTHORITY may terminate this Agreement for FIRM's default if a federal or state proceeding for the relief of debtors is undertaken by or against FIRM, or if FIRM makes an assignment for the benefit of creditors, or if FIRM breaches any term(s) or violates any provision(s) of this Agreement and does not cure such breach or violation within ten (10) calendar days after written notice thereof by AUTHORITY. FIRM shall be liable for any and all reasonable costs incurred by AUTHORITY as a result of such default including, but not limited to, reprourement costs of the same or similar services defaulted by FIRM under this Agreement.

ARTICLE 14. INDEMNIFICATION

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

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ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

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

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

Subcontractor Name/Addresses

Subcontractor Amounts

.00

.00

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

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

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ARTICLE 17. CONFLICT OF INTEREST

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

ARTICLE 18. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 19. EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 20. PROHIBITED INTERESTS

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

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ARTICLE 21. OWNERSHIP OF REPORTS AND DOCUMENTS

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

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

C. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be released by FIRM to any other person or agency except after prior written approval by AUTHORITY, except as necessary for the performance of services under this Agreement. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be handled only by AUTHORITY unless otherwise agreed to by FIRM and AUTHORITY.

ARTICLE 22. PATENT AND COPYRIGHT INFRINGEMENT

A. In lieu of any other warranty by AUTHORITY or FIRM against patent or copyright infringement, statutory or otherwise, it is agreed that FIRM shall defend at its expense any claim or suit against AUTHORITY on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U. S. letters patent or copyright and FIRM shall pay all costs and damages finally

1 awarded in any such suit or claim, provided that FIRM is promptly notified in writing of the suit or claim
2 and given authority, information and assistance at FIRM's expense for the defense of same. However,
3 FIRM will not indemnify AUTHORITY if the suit or claim results from: (1) AUTHORITY's alteration of a
4 deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S.
5 letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided
6 by FIRM when such use in combination infringes upon an existing U.S. letters patent or copyright.

7 B. FIRM shall have sole control of the defense of any such claim or suit and all negotiations for
8 settlement thereof. FIRM shall not be obligated to indemnify AUTHORITY under any settlement made
9 without FIRM's consent or in the event AUTHORITY fails to cooperate fully in the defense of any suit or
10 claim, provided, however, that said defense shall be at FIRM's expense. If the use or sale of said item
11 is enjoined as a result of such suit or claim, FIRM, at no expense to AUTHORITY, shall obtain for
12 AUTHORITY the right to use and sell said item, or shall substitute an equivalent item acceptable to
13 AUTHORITY and extend this patent and copyright indemnity thereto.

14 **ARTICLE 23. FINISHED AND PRELIMINARY DATA**

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

23 B. It is expressly understood that any title to preliminary technical data is not passed to
24 AUTHORITY but is retained by FIRM. Preliminary data includes roughs, visualizations, software design
25 documents, layouts and comprehensives prepared by FIRM solely for the purpose of demonstrating an
26 idea or message for AUTHORITY's acceptance before approval is given for preparation of finished

1 artwork. Preliminary data title and right thereto shall be made available to AUTHORITY if FIRM causes
2 AUTHORITY to exercise Article 11, and a price shall be negotiated for all preliminary data.

3 **ARTICLE 24. ALCOHOL AND DRUG POLICY**

4 A. CONSULTANT agrees to establish and implement an alcohol and drug program that
5 complies with 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), which is attached to
6 this Agreement as Exhibit E. CONSULTANT agrees to produce any documentation necessary to
7 establish its compliance with sections 701-707.

8 B. Failure to comply with this Article may result in nonpayment or termination of this
9 Agreement.

10 **ARTICLE 25. FORCE MAJEURE**

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

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1 Upon execution by both parties, this Agreement shall be made effective July 1, 2009.

2 IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-9-0474 to be
3 executed on the date first above written.

4 FIRM

ORANGE COUNTY TRANSPORTATION AUTHORITY

5 By _____

By _____

6 Carolina Coppolo
7 Manager, Contracts and Procurement

8 APPROVED AS TO FORM:

9 By _____

10 Kennard R. Smart, Jr.
11 General Counsel

EXHIBIT D

STATUS OF PAST AND PRESENT CONTRACTS

Status of Past and Present Contracts

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact name:	Phone:
Project award date:	Original Contract Value:
Term of Contract:	
1) Status of contract:	
2) Identify claims/litigation or settlements associated with the contract:	

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

Name
Title

Date

EXHIBIT E

DRUG-FREE WORKPLACE ACT OF 1988



DRUG-FREE WORKPLACE ACT OF 1988

THE FEDERAL LAW

This law, enacted November 1988, with subsequent modification in 1994 by the Federal Acquisition Streamlining Act, *(raising the contractor amount from \$25,000 to \$100,000)*, requires compliance by all organizations contracting with any U. S. Federal agency in the amount of \$100,000 or more that does not involve the acquisition of commercial goods via a procurement contract or purchase order, and is performed in whole in the United States. It also requires that *all* organizations receiving federal grants, regardless of amount granted, maintain a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. The Law further requires that all *individual* contractors and grant recipients, regardless of dollar amount/value of the contract or grant, comply with the Law.

Certification that this requirement is being met must be done in the following manner:

By publishing a statement informing all covered employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the covered workplace, and what actions will be taken against employees in the event of violations of such statement.

By providing **ALL** covered employees with a copy of the above-described statement, including the information that as a condition of employment on the Federal contract or grant, the employee must abide by the terms and conditions of the policy statement.

For Federal contractors this encompasses employees involved in the performance of the contract. For Federal grantees all employees must come under this requirement as the act includes all "direct charge" employees (those whose services are directly & explicitly paid for by grant funds), and "indirect charge" employees (members of grantee's organization who perform support or overhead functions related to the grant and for which the Federal Government pays its share of expenses under the grant program).

Among "indirect charge" employees, those whose impact or involvement is insignificant to the performance of the grant are exempted from coverage. Any other person, who is on the grantee's payroll and works in any activity under the grant, even if not paid from grant funds, is also considered to be an employee.

Temporary personnel and consultants who are on the grantee's payroll are covered. Similar workers, who are not on the grantee's payroll, but on the payroll of contractors working for the grantee, are not covered even if physical place of employment is in the grantee's workplace.

By establishing a continuing, drug-free awareness program to inform employees of the dangers of drug abuse; the company's drug-free workplace policy; the penalties for drug abuse violations occurring in the workplace; the availability of any drug counseling, rehabilitation, and/or employee assistance plans offered through the employer.

By requiring each employee directly involved in the work of the contract or grant to notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not less than five (5) calendar days after such conviction.

By notifying the Federal agency with which the employer has the contract or grant of any such conviction within ten (10) days after being notified by an employee or any other person with knowledge of a conviction.

By requiring the imposition of sanctions or remedial measures, including termination, for an employee convicted of a drug abuse violation in the workplace. These sanctions may be participation in a drug rehabilitation program if so stated in the company policy.

By continuing to make a "good-faith" effort to comply with all of the requirements as set forth in the Drug-Free Workplace Act.

All employers covered by the law are subject to suspension of payments, termination of the contract or grant, suspension or debarment if the head of the contracting or granting organization determines that the employer has made any type of false certification to the contracting or grant office, has not fulfilled the requirements of the law, or has excessive drug violation convictions in the workplace. Penalties may also be imposed upon those employing a number of individuals convicted of criminal drug offenses as this demonstrates a lack of good faith effort to provide a drug-free workplace. The contract or grant officer may determine the number on a case-by-case basis. Employers who are debarred are ineligible for other Federal contracts or grants for up to five (5) years. Compliance may be audited by the Federal agency administering the contract or grant.

The Drug-free Workplace Act does not require employers to establish an employee assistance program (EAP) or to implement drug testing as a part of the program.

Source: Federal Registers April 11, 1988 & May 25, 1990 & the Federal Acquisition Streamlining Act of 1994 (FASA).