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COMMISSION

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Deputy Executive Director, Policy

June 12, 2009

Solicitation of Proposals

The Metropolitan Transportation Commission (MTC) is soliciting proposals from firms interested in printing **MTC's Transactions newsletter** from July 2009 through June 2010. The newsletter is described in Appendix A, *MTC Transactions Specification Sheet*, on page 3 of this Solicitation of Proposals (SOP). At MTC's discretion, MTC may extend the contract with the selected vendor for two (2) additional years (through June of 2012) at a price that reflects the current inflation rate in paper and printing.

If you are interested in providing a proposal based on the attached Specifications (Appendix A), please complete the attached Proposal Form (Appendix B) and Levine Act Statement (Appendix C) and **mail or deliver with appropriate printed samples** to the attention of the project manager, Brenda Kahn, at the address below by **4 p.m. on Friday, June 26, 2009. Proposals received after that time and date will not be considered.**

A printer will be selected based on past experience (including references), job turnaround time, service quality (including the availability of a sales rep who will pick up and drop off files, proofs, etc.) price, the appropriateness of the equipment for the job (direct-to-plate technology required at a minimum, with the ability to print both sides at once for press-checking), proximity to MTC, ability to receive and manipulate large electronic files, and quality of printed samples (please supply samples of 5-color/6-color/8-color printing, and especially newsletters, with your proposal even if you have done work for MTC previously). Brokers may submit proposals, but must indicate on the proposal form they are brokers, and also indicate which printing plant and film house they propose to use, and the locations of these subcontractors. Brokers also shall provide samples of subcontractors' work. Note that MTC requires that the selected printer offer in-house prepress services in order to expedite proofing and making corrections. The selected printer will be issued a purchase order (Appendix D) incorporating the terms and conditions of this SOP. MTC's selection dispute procedure is attached as Appendix E.

Because this job entails bimonthly press checks, press checks must be scheduled at such times as to avoid heavy traffic if the plant is some distance from MTC, or the plant must be in close proximity to MTC or BART. The printer is expected to pick up photos and files, deliver proofs, etc., and the cost of such errands is to be included in the price proposed on Appendix B.

Printers should include with their bids and samples an equipment list and a brochure describing the company (or, in the case of a broker, a brochure about the broker plus a brochure about the printing firm that will actually be printing the newsletter). The requirement to provide a brochure is not necessary if printer or broker and printing firm, as applicable, have done business with MTC within the past year.

Please contact the Project Manager, Brenda Kahn, if you have any questions, at 510.817.5773 or <bkahn@mtc.ca.gov>. Proposals should be delivered or mailed to the address below (please call Brenda Kahn to tell her you're submitting a bid):

Brenda Kahn
Senior Public Information Officer
Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
101 Eighth Street, 3rd Floor
Oakland, CA 94607-4700

Thank you for your participation.

Yours truly,

Ann Flemer

Ann Flemer
Deputy Executive Director, Operations

AF: BK

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Appendix A

MTC Transactions Specification Sheet

Job Title: MTC **Transactions** newsletter (samples available upon request)

Description/size: Tabloid single sheet (11x17 inches), folded into thirds for mailing, and folded in half for other distribution

Colors: 5-color: CMYK + a PMS that changes every issue + aqueous varnish (may need to cut blanket to leave mailing area varnish-free; price should include that)

Quantity: 19,000 (plus extra copies upon occasion; provide cost for each extra 1,000)

Folding: 16,000 to be folded in thirds for mailing, 3,000 to be folded in half for other distribution

Paper: 100 pound Endeavor Velvet Book (recycled)

Artwork: Quark or In Design document (for Mac) will be provided by the designer on a disk along with laser proofs/seps, or sent via FTP site or e-mail. Printer may be responsible for producing and inserting hi-resolution scans (we ask for a per-scan price on Appendix B).

Equipment/Proofing: Two rounds of proofs should be built into the price: Each round should consist of a folded blueline or laser proof (provide a proof for each folding scheme) plus a high-quality composite color proof; the base price is to include a second round of proofing and imposition of a second Quark/In Design file if MTC needs to make text or photo corrections. Printers must use a press big enough to handle a 28”x40” sheet that can accommodate both the front and back of the newsletter simultaneously (so that only one press check is necessary).

Press checks: Client and designer will be present at press checks.

Schedule: MTC usually issues the newsletter bimonthly, with occasional single-month issues. Roughly six issues will be printed over the course of the fiscal year. However, the schedule can be irregular, and the printer is expected to be responsive and stick to the turnaround schedule no matter when the files land in their shop. Generally, the proofs should be turned around in one (1) business day (24 hours), and the job should be on press the day after the proof is approved by MTC (or even the same day the proof is approved by MTC). The job shall be delivered within four (4) business days from the time the printer receives the electronic file (including one round of author’s corrections), unless an earlier time period is specified in Item II of Appendix B, Proposal Form. In such case, the earlier timeframe shall apply. Occasionally the printer will be asked to scan photos or produce test proofs of photos ahead of time.

Delivery: Each issue: 3,000 folded in half, with 1,000 delivered to MTC, 101 Eighth Street, Oakland, CA 94607 & 2,000 delivered to the Bay Crossings store at the SF Ferry Building; 16,000 folded in thirds for mailing and delivered to the mailhouse (currently located in Concord).

Note: MTC reserves the right to adjust the format, number of pages, paper choice, the number or type of scans, the number of colors, the number of newsletters to be printed, the schedule or other variables; MTC will negotiate with the selected printer to adjust the price to accommodate any such changes.

SOLICITATION OF PROPOSAL APPENDIX B: Proposal Form – Transactions

I. Price Quotation:	
Submit prices for printing each issue of Transactions. All prices shall be firm fixed-price, lump-sum amounts exclusive of taxes, and shall be valid for the period extending from July 2009 through June 2012:	
Price for printing one 5-color issue (CMYK plus PMS), 19,000 copies, including bluelines, imposition of second Quark file with corrections, two rounds of proofs and press checking, and all pick-ups and deliveries (see specs for folding instructions) — **do not include scans**	$
Price per extra 1,000 copies (beyond the 19,000)	$
Price for Author's correction (AC) to one plate at proofing stage (beyond the standard corrections described above)	$
Price for Author's correction (AC) to one plate while on press	$
Price per full-color scan (with high-quality color proof), with one round of color correcting and new proof, including insertion in document if necessary (if price varies per size, give range of prices or provide price sheet)	$
Price for extra, pre-press 11x17 inch full-color high-quality proof (to test colors)	$
II. Production Details:	
Check the ways you receive image-heavy Quark/ In Design files:	____On disk/DVD ____Via FTP _____E-mail Other _____
Job turnaround time (if less than the four (4) days specified under "Schedule" in Appendix A):	_____ Days
Specify the type of proofing systems you use (and provide samples if possible)	

Name, email and telephone number of sales rep who will service the account and make pick ups and drop offs.	Name: e-mail: Phone numbers:

III.	**Experience/Equipment:**

Attach brochure or describe your experience below. ***(Not necessary if you've done business with us within the past year.)*** Also, please attach a list of your printing equipment or provide a summary below. You may add additional sheets, if necessary.

IV.	**<u>Samples</u>:**

Submit several samples of newsletters and other five-, six-color work similar to the work requested under this SOP. (Required even if you have worked for MTC in the recent past)

V.	**Broker?** (yes/no) **Broker Name**_____	
1.	**<u>Printing Firm Name</u>**	
	Printing Firm Address	
	City & Zip Code	
	Phone & Fax Number	
	Email Address:	

VI.	**Printer's References** (provide at least 2 from similar projects; **if bidder is broker, provide 2 references for printer and 2 for broker, and indicate which is which)**	
1.	**Client's Name**	
	Contact Person	
	Address	
	City & Zip Code	
	Phone Number	
	Type of Work Performed:	
		If you are a broker, is this your direct client? _____yes _____no

2.	**Client's Name**	
	Contact Person	
	Address	
	City & Zip Code	
	Phone Number	
	Type of Work Performed:	
		If you are a broker, is this your direct client? _____yes _____no

3.	**Client's Name**	
	Contact Person	
	Address	
	City & Zip Code	
	Phone Number	
	Type of Work Performed:	
		If you are a broker, is this your direct client? _____yes _____no

4.	**Client's Name**	
	Contact Person	
	Address	
	City & Zip Code	
	Phone Number	
	Type of Work Performed:	
		If you are a broker, is this your direct client? _____yes _____no

Submission of signed Proposal Form is a firm commitment to perform the work specified in Appendix A in accordance with this SOP.

VI.	**Contractor's Signature**
Name of Proposing Firm	
Address	
City, State, Zip Code	
Phone Number/Fax No.	
Email address	
Name & Title of Authorizing Official	
Authorized Signature	
Date	

SOLICITATION OF PROPOSAL APPENDIX C: California Levine Act Statement

CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than $250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC's commissioners include:

Tom Azumbrado	Dorene M. Giacopini	Jon Rubin
Tom Bates	Federal D. Glover	Bijan Sartipi
Dave Cortese	Scott Haggerty	James P. Spering
Dean J. Chu	Anne W. Halsted	Adrienne J. Tissier
Chris Daly	Steve Kinsey	Amy Rein Worth
Bill Dodd	Sue Lempert	Ken Yeager
	Jake Mackenzie	

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

   ___ YES ___ NO
   If yes, please identify the commissioner:

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than $250 to any MTC commissioners in the three months following the award of the contract?

   ___ YES ___ NO
   If yes, please identify the commissioner:

   Answering yes to either of the two questions above does not preclude MTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

_____ DATE

_____ (SIGNATURE OF AUTHORIZED OFFICIAL)

_____ (TYPE OR WRITE APPROPRIATE NAME, TITLE)

_____ (TYPE OR WRITE NAME OF COMPANY)

APPENDIX D: STANDARD PURCHASE ORDER PROVISIONS

1. DEFINITIONS

a. MTC. Includes the Metropolitan Transportation Commission, the Metropolitan Transportation Commission Service Authority for Freeways and Expressways, or the Bay Area Toll Authority.

b. Supplier. The individual, firm, partnership, corporation or combination thereof to whom a Purchase Order is mailed or otherwise furnished by MTC.

c. Contract. The legal agreement between MTC and the Supplier, which includes the terms of any written solicitation of Bids or Proposals and any deviation from the written specifications expressly accepted by MTC; the Supplier's bid, proposal, or offer; and all terms and conditions set forth in or attached to this Purchase Order. In the event of a conflict between one or more provisions of the Contract, the more specific or stringent provision with respect to Supplier's performance of the work shall apply.

2. ACCEPTANCE OF OFFER

This purchase order constitutes MTC's acceptance of Supplier's offer and becomes a binding contract, as defined above, when it is signed by MTC and mailed to Supplier. No revisions to or assignments of this order shall be valid unless in writing and signed by an authorized representative of MTC.

3. PERFORMANCE OF WORK

Supplier shall accomplish all the work and furnish all materials necessary for the completion of the work in a good, workmanlike and thorough manner and to the satisfaction of MTC, in accordance with the Contract.

4. CONTRACT PRICE

The firm fixed price(s) or other maximum payment set out in this purchase order, which includes full compensation to Supplier for performing all work required by the Contract, including all applicable federal, state and local taxes.

5. VARIATION IN QUANTITY, QUALITY OR PERFORMANCE

Any variation in the quantity, quality or performance of any item or service called for by this order shall be grounds for termination by default by MTC, as provided in 8a, unless approved by MTC in writing.

6. PACKAGING AND CRATING

All items shall be packed by Supplier in suitable containers for protection in shipment and storage. Prices set forth in this order include all charges for Supplier's packing, crating and marking for transportation to f.o.b. point.

7 INSPECTION AND ACCEPTANCE

Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the Supplier.

8. TERMINATION

a. If Supplier fails to comply with any of the provisions of the Contract, or in the event Supplier becomes the subject of a proceeding under state or federal law for relief of creditors, or if Supplier makes an assignment for the benefit of creditors, MTC shall have the right to hold Supplier in default and cancel this order in whole or in part. In each event, MTC may obtain the items covered by the cancelled order from another Supplier and, if Supplier was selected as a result of a competitive procurement process, Supplier shall reimburse MTC for the excess cost to MTC, if any.

b. Without affecting its right to cancel this order under paragraph (a) above, MTC may terminate this order in whole or in part prior to shipment of goods or provision of services at no cost by providing written notice to the Supplier. In such event, MTC shall reimburse Supplier for non-recoverable costs incurred to date, not to exceed the Contract Price.

9. SCHEDULE

Unless otherwise agreed, material commitments and production arrangements should not be made by Supplier in excess of the amount or in advance of the time necessary to meet the specified delivery schedule. Time is of the essence in filling this order, and it is Supplier's responsibility to comply with MTC's delivery directions and/or schedule. Failure to deliver any item or provide any service called for by the contract within the time called for shall be grounds for termination for default as provided in 8.a.

10. INDEMNIFICATION

Supplier shall indemnify and hold harmless MTC and its commissioners, directors, officers, agents, and employees from and against all claims, demands, suits, loss, damage, injury and liability (including any and all costs and expenses incurred in connection therewith) incurred by reason of any negligent or otherwise wrongful act or omission of Supplier in connection with Supplier's performance of the Contract, including delivery of materials or equipment to MTC at the time and point of delivery indicated when delivery is an obligation of Supplier under the Contract.

11. INDEPENDENT CONTRACTOR

Supplier is an independent contractor and not an employee or agent of MTC.

12. PAYMENT

Supplier shall submit an invoice to MTC within thirty days after completion of work, unless otherwise specified in purchase order. MTC will pay invoices no later than thirty (30) days after their receipt conditioned upon approval of work done and amount billed. Invoices shall be made in writing and delivered or mailed to MTC as follows: Accounting Section, MTC, Joseph P. Bort MetroCenter, 101 Eighth Street, Oakland, CA 94607-4700.

APPENDIX E
SOP PROTEST PROCEDURE

A proposer may object to a provision of the SOP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular consultant on the grounds that MTC procedures, the provisions of the SOP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

1) No later than three (3) working days prior to the date proposals are due, for objections to SOP provisions; or

2) No later than three (3) working days after the date on which the proposer is notified that contract award has been authorized to another proposer, for objections to vendor selection.

The MTC Section Manager responsible for the procurement will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular Contractor shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the MTC Section Manager.

Should the Proposer wish to appeal the decision of the MTC Section Manager it may file a written appeal with the MTC Executive Director, no later than three (3) working days after receipt of the written response from the Section Manager. The Executive Director's decision will be the final agency decision.