

# CENTRAL CONTRA COSTA TRANSIT AUTHORITY

## Request for Quotations for Graphic Design Services

Issued: Tuesday, July 25, 2023

The Central Contra Costa Transit Authority (County Connection) requests price quotations from qualified firms or independent consultants to provide graphic design services on an as-needed basis as described in Attachment A, "Scope of Work" for this Request for Quotations (RFQ). The term of this contract will be three (3) years with two (2) one-year extension options.

Copies of this RFQ may be downloaded at County Connection's website at [countyconnection.com](http://countyconnection.com).

1. **Schedule.** Listed below is the anticipated solicitation schedule—all dates are subject to revision at County Connection's sole discretion:

Issuance of RFQ	July 25, 2023
Questions/Requests for Clarification Due	August 3, 2023 at 4:00 PM (PDT)
Response to Questions/Requests for Clarification	August 8, 2023
Quotations Due	August 24, 2023 at 4:00 PM (PDT)

2. **Questions and Requests for Clarification.** Submit all questions and requests for clarification regarding this RFQ, including all attachments, via email to Melody Reeb, Director of Planning & Marketing, at [reebs@cccta.org](mailto:reebs@cccta.org). Any interpretation, change, or correction of any part of this RFQ will be made by addenda issued by County Connection no later than the "Response to Questions/Requests for Clarification" date in Section 1 and posted on County Connection's website at [countyconnection.com](http://countyconnection.com). Oral modifications of the RFQ are void and ineffective.
3. **Quotation Submission Instructions.** Quotations must be submitted via email to [reebs@cccta.org](mailto:reebs@cccta.org) with subject line "**Graphic Design Services RFQ**" by the "Quotations Due" date and time in Section 1. Quotations received after that time will not be considered. County Connection is not responsible for any delayed submissions for any reason or for any damages associated with late submissions.

Proposers are responsible for carefully reviewing all the solicitation documents prior to submitting a quotation.

Quotations must include all of the following information:

- **Qualifications and Experience:** A brief summary statement outlining the qualifications and experience of all personnel with providing the desired scope of services.
- **Portfolio/Work Samples:** Provide links to and/or copies of previous relevant work including any work related to public transit.

- **References:** Include at least three (3) references from past clients for similar types of work performed within the last five years.
  - **Costs & Fees:** List hourly rates for each member of the team including any escalation factors over the five-year contract term.
4. **Selection Process.** Quotations will be evaluated based on the following criteria, with relative weights shown based on a maximum of 100 possible points:
- Personnel qualifications and experience **(30 points)**
  - Creativity, quality, and relevance of work samples **(45 points)**
  - References from past clients **(10 points)**
  - Proposed costs and fees **(15 points)**
5. **Sample Agreement.** County Connection's Sample Agreement is attached as Attachment B and contains the terms and conditions applicable to this contract. Proposers are responsible for reviewing and considering the Sample Agreement requirements when preparing quotations. By submitting a quotation, proposers are deemed to have accepted all terms and conditions in the Sample Agreement.
6. **Confidentiality.** The California Public Records Act (Government Code Sections 6250 *et seq.*) mandates public access to government records. Unless the information is exempt from disclosure by law, the content of the quotation, as well as any other written communication between County Connection and the proposer, is a public record that must be made available to the public. A proposer may not designate its quotation as confidential.
7. **Conflicts of Interest.** By submitting a quotation, the proposer represents and warrants that no director, officer or employee of County Connection is in any manner interested directly or indirectly in the quotation, or in the contract executed in connection with this RFQ, or in any expected profits to arise therefrom, as set forth in Article 4, Division 4, Title I (commencing with Sec. 1090) of the Government Code of the State of California.

The proposer warrants and represents that it presently has no interest, and agrees that it will not acquire any interest, which would present a conflict of interest under California Government Code Sections 1090 *et seq.* or Sections 87100 *et seq.* during the performance of a contract awarded in connection with this RFQ. The proposer further covenants that it will not knowingly employ any person having such an interest in the performance of a contract awarded in connection with this RFQ. Violation of this provision may result in proposer being deemed ineligible to participate in the solicitation, or a contract awarded in connection with this RFQ being deemed void and unenforceable.

Depending on the nature of the work performed, the proposer may be required to publicly disclose financial interests under County Connection's Conflict of Interest Code. The proposer agrees to promptly submit a Statement of Economic Interest on the form provided by County Connection upon receipt. No person previously in the position of director, officer, employee or agent of County Connection may act as an agent or attorney for, or otherwise represent, the proposer by making any

formal or informal appearance, or any oral or written communication, before County Connection, or any officer or employee of County Connection, for a period of twelve (12) months after leaving office or employment with County Connection if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, awards or revocation of a permit, license, grant or contract.

The proposer warrants that it has no organizational conflicts of interest at this time. Alternatively, the proposer must disclose all known organizational conflicts of interest. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to County Connection; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other agreement.

8. **County Connection's Rights**. County Connection reserves the right to reject or accept any quotation, to waive any minor irregularities in quotations or procurement procedures, and to request additional information from proposers at any stage of the evaluation process. County Connection reserves the right to not award any contract as a result of this procurement and may terminate the procurement and commence a new procurement for part or all of the services at any time. County Connection will not reimburse any firm for costs incurred as a result of preparing or submitting a quotation, including negotiating with County Connection on any matter related to this procurement.

**-END OF RFQ-**

## **ATTACHMENT A**

### **Scope of Work**

County Connection operates fixed-route and paratransit bus service within central Contra Costa County, connecting people to jobs, school, recreational activities, medical appointments, and other essential services. County Connection is seeking a qualified consultant to provide graphic design services on an as-needed basis to help promote and inform the public about its various programs and offerings. The consultant should have in-depth expertise in Adobe Creative Suite (e.g., Illustrator, InDesign) and Microsoft Office (e.g., Word, PowerPoint). Experience working with public transit, transportation, and/or government agencies is preferred. Potential work could include the following:

- Design of project or program flyers, brochures, postcards, and other marketing collateral materials
- Digital graphics for use on social media or website
- Layout and design of reports, fact sheets, PowerPoint presentations, and infographics
- Updating existing graphics templates with new information
- Coordination of printing and/or production for marketing materials
- Creating materials in Spanish or other languages

Consultant services will be on an as-needed, on-call basis throughout the term of the contract. For each project, County Connection will request a quote and work with the consultant to agree upon a budget and schedule. The consultant may bring on sub-consultants as needed for special services such as photography, illustration, video production, translation, etc. All work produced will be property of County Connection, and raw graphic design files must be submitted at project completion.

The on-call services contract amount is estimated to be no more than \$100,000 over the three year base term and two one-year option terms. However, there is no guaranteed minimum level of compensation. County Connection reserves the right to procure the services described in these solicitation documents from other firms at its sole discretion.

**ATTACHMENT B**  
**Sample Agreement**

**CONTRACT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the CENTRAL CONTRA COSTA TRANSIT AUTHORITY ("CCCTA") and \_\_\_\_\_ ("CONSULTANT").

WHEREAS, CCCTA desires to obtain professional \_\_\_\_\_ services for CCCTA and has issued a Request for Quotations dated \_\_\_\_\_, 20\_\_, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the CONSULTANT desires to furnish such services and has submitted a Proposal dated \_\_\_\_\_, a copy of which is attached and incorporated as Exhibit B.

NOW, THEREFORE, the parties agree as follows:

1. **RENDITION OF SERVICES.** The CONSULTANT agrees to provide professional services to CCCTA in accordance with the terms and conditions of this Agreement ("Services"). In the performance of its Services, CONSULTANT represents that it has and will exercise that degree of professional care, skill, efficiency and judgment ordinarily employed by consultants providing similar services. CONSULTANT further represents and warrants that it holds currently in effect all licenses, registrations, and certifications in good standing that may be required under applicable law or regulations to perform these services and agrees to retain such licenses, registrations, and certifications in active status throughout the duration of this engagement.

2. **SCOPE OF SERVICES.** The scope of the CONSULTANT's Services is described in Exhibit A. The specific Scopes of Services shall be contained in the Work Orders (WO) issued under this Agreement.

3. **TERM.** The term of this Agreement will be for a \_\_\_\_ term commencing upon the Effective Date of the Agreement. The CONSULTANT shall furnish CCCTA with all the materials, equipment and services called for under this Agreement, and perform all other work, if any, described in Exhibits A and B. CCCTA reserves the right, in its sole discretion, to exercise up to \_\_ one- year option term(s) to extend the Agreement, pursuant to the terms of Section 4, Compensation. If CCCTA determines to exercise the option term(s), CCCTA will give the CONSULTANT at least 30 days' written notice of its determination. It is understood that the term of the Agreement, and any option term granted thereto as specified herein are subject to CCCTA's right to terminate the Agreement in accordance with Section 13 of this Agreement.

4. **COMPENSATION.** The CONSULTANT agrees to perform the services to be specified in each Work Order in accordance with the terms and conditions of this Agreement. Compensation for satisfactory performance of services performed under Work Orders shall be as stated in each Work Order and in accordance with the hourly labor rates set forth in Exhibit B. The maximum compensation that



property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONSULTANT caused by an act or omission of the CONSULTANT or its employees, subcontractors or agents. CONSULTANT further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other incurred costs and expenses. If any judgment be rendered against CCCTA or any of the other individuals enumerated above in any such action, CONSULTANT shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination of this Agreement.

## **10. INSURANCE.**

A. Workers' Compensation. If CONSULTANT employs any person to perform work in connection with this Agreement, CONSULTANT shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Prior to commencement of work under this Agreement by any such employee, CONSULTANT shall deliver to CCCTA a Certificate of Insurance which shall stipulate that thirty (30) days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to CCCTA. Such insurance shall also contain a waiver of subrogation in favor of CCCTA and its Directors, officers, agents and employees while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

B. Commercial General and Automobile Liability Insurance. CONSULTANT shall also procure and maintain at all times during the performance of this Agreement Commercial General Liability Insurance covering CONSULTANT and CCCTA for liability arising out of the operations and activities of CONSULTANT and any subcontractors. CONSULTANT shall also procure and maintain during the entire term of this Agreement Automobile Liability Insurance which shall include coverage for all vehicles, licensed or unlicensed, on or off CCCTA's premises, used by or on behalf of CONSULTANT in the performance of work under this Agreement. The policies shall be subject to a limit for each occurrence of One Million Dollars (\$1,000,000) naming as an additional insured, in connection with CONSULTANT's activities, CCCTA, and its Directors, officers, employees and agents. The Insurer(s) shall agree that its policy(ies) is Primary Insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering CCCTA.

Inclusion of CCCTA as an additional insured shall not in any way affect its rights as respects to any claim, demand, suit or judgment made, brought or recovered against CONSULTANT. The policy shall protect CONSULTANT and CCCTA in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured. Such insurance shall also contain a waiver of subrogation in favor of CCCTA and its Directors, officers, agents and employees while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

Prior to commencement of work hereunder, CONSULTANT shall deliver to CCCTA a Certificate of Insurance which shall indicate compliance with the insurance requirements of this

paragraph and shall stipulate that thirty (30) days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to CCCTA.

C. Professional Liability Insurance. CONSULTANT shall also maintain Professional Liability Insurance covering CONSULTANT's performance under this Agreement with a limit of liability of One Million Dollars (\$1,000,000) for any one claim. This insurance shall be applicable to claims arising out of or related to the performance of this Agreement. Prior to commencing work under this Agreement, CONSULTANT shall furnish to CCCTA a Certificate of Insurance, or certified copy of the Insurance policy if requested, indicating compliance with requirements of this paragraph. Such certificate or policy shall further stipulate that 30 days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to CCCTA.

D. Deductibles and Retentions. CONSULTANT shall be responsible for payment of any deductible or retention on CONSULTANT's policies without right of contribution from CCCTA. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the CONSULTANT or any subcontractor contains a deductible or self-insured retention, and in the event that CCCTA seeks coverage under such policy as an additional insured, CONSULTANT shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of CONSULTANT, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if CONSULTANT or subcontractor is not a named defendant in the lawsuit.

**11. TERMINATION.** CCCTA shall have the right to terminate this Agreement at any time by giving written notice to the CONSULTANT. In the event of termination for any reason other than the fault of the CONSULTANT, the CONSULTANT shall be compensated in accordance with the provisions of Sections 4 and 5 for the services performed and expenses incurred to the date of such termination, plus any reasonable costs and expenses which are reasonably and necessarily incurred by CONSULTANT to effect such termination. For termination for default, CCCTA shall remit final payment to CONSULTANT in an amount to cover only those services performed and expenses incurred in accordance with the terms and conditions of this Agreement up to the effective date of termination.

**12. NOTICES.** All communications relating to the day to day activities of the project shall be exchanged between CCCTA's General Manager and the CONSULTANT's \_\_\_\_\_.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to CCCTA:	Central Contra Costa Transit Authority 2477 Arnold Industrial Way Concord, CA 94520 ATTENTION: General Manager
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If to the CONSULTANT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
ATTENTION: \_\_\_\_\_

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

**13. EQUAL EMPLOYMENT OPPORTUNITY.** In connection with the performance of this Agreement the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, gender identity, disability or national origin. The CONSULTANT shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability 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. CONSULTANT further agrees to include a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

**14. MISCELLANEOUS.**

A. Records. During the term of this Agreement, CONSULTANT shall permit representatives of CCCTA to have access to, examine and make copies, at CCCTA's expense, of its books, records and documents relating to this Agreement at all reasonable times.

B. CCCTA Warranties. CCCTA makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

C. Release of Information. CONSULTANT shall not release any reports, information or promotional materials prepared in connection with this Agreement without the approval of CCCTA's General Manager.

D. Use of Subcontractors. CONSULTANT shall not subcontract any Services to be performed by it under this Agreement without the prior written approval of CCCTA. CONSULTANT shall be solely responsible for reimbursing any subcontractors and CCCTA shall have no obligation to them.

E. No Assignment. CONSULTANT shall not assign any of the rights nor transfer any of its obligations under the Agreement without the prior written consent of CCCTA.

F. Attorney's Fees. If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable legal fees.

G. Dispute Resolution. CCCTA and CONSULTANT agree to attempt in good faith to resolve all disputes informally. If agreed to by both parties, alternate methods of dispute resolution, such as mediation, may be utilized. Unless otherwise directed by CCCTA, the CONSULTANT shall continue performance under this Contract while matters in dispute are being resolved.

H. Applicable Law. This Agreement, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California.

I. Binding on Successors. All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

J. Waiver. Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

K. Severability. Should any provision herein be found or deemed to be invalid or unenforceable, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect.

L. No Third Party Beneficiaries. This Agreement is not for the benefit of any person or entity other than the parties.

M. Entire Agreement; Modification. This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes any prior understanding or agreement, oral or written, with respect to such subject matter. It may not be amended or modified, except by a written amendment executed by authorized representatives by both parties. In no event will the Agreement be amended or modified by oral understandings reached by the parties or by the conduct of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

CENTRAL CONTRA COSTA TRANSIT  
AUTHORITY:

CONSULTANT:\*

By: \_\_\_\_\_  
General Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Attorney for CCCTA

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*\* Two officers of the corporation consisting of **one** from **each** of the following **two** categories must sign the agreement: 1) the President, Vice President or Board Chair and 2) the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer. If only one officer signs or an individual not specified above, the CONTRACTOR will submit satisfactory evidence that the individual is authorized to sign for and bind the corporation.*