

DRAFT REQUEST FOR PROPOSALS (RFP) 2-2784

# **PACIFIC SURFLINER VIDEOGRAPHY AND PHOTOGRAPHY SERVICES**



**ORANGE COUNTY TRANSPORTATION AUTHORITY  
ON BEHALF OF:  
LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR  
AGENCY  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584  
(714) 560-6282**

## Key RFP Dates

|                                      |                          |
|--------------------------------------|--------------------------|
| <b>Issue Date:</b>                   | <b>December 6, 2022</b>  |
| <b>Pre-Proposal Conference Date:</b> | <b>December 13, 2022</b> |
| <b>Question Submittal Date:</b>      | <b>December 19, 2022</b> |
| <b>Proposal Submittal Date:</b>      | <b>January 10, 2023</b>  |
| <b>Interview Date:</b>               | <b>January 31, 2023</b>  |

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December 6, 2022

**NOTICE OF REQUEST FOR PROPOSALS (RFP)**

**RFP 2-2784: "PACIFIC SURFLINER VIDEOGRAPHY AND PHOTOGRAPHY SERVICES"**

**TO: ALL OFFERORS**

**FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY**

On behalf of the Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Corridor Agency (Agency), the Orange County Transportation Authority (Authority) invites proposals from qualified consultants to **provide full-service video production and photography services.**

The budget for this project is \$300,000 for a one (1) year initial term with two (2), two (2)-year option terms.

**Please note that by submitting a Proposal, Offeror certifies that it is not subject to any Ukraine/Russia-related economic sanctions imposed by the State of California or the United States Government including, but not limited to, Presidential Executive Order Nos. 13660, 13661, 13662, 13685, and 14065. Any individual or entity that is the subject of any Ukraine/Russia-related economic sanction is not eligible to submit a Proposal. In submitting a Proposal, all Offerors agree to comply with all economic sanctions imposed by the State or U.S. Government.**

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

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

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

**Orange County Transportation Authority  
Contracts Administration and Materials Management**

**P.O. Box 14184  
Orange, California 92863-1584  
Attention: Yarida Guzman, Senior Contract Administrator**

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

Note: The Authority utilizes a third-party delivery service therefore, Offerors should anticipate a 48-hour delay in delivery of proposals mailed to the P.O. Box listed above. Proposals are considered received once time-stamped at the Authority's physical address.

Firms interested in obtaining a copy of this RFP may do so by downloading the RFP from CAMM NET at <https://cammnet.octa.net>.

All firms interested in doing business with the LOSSAN Agency are required to register their business on-line at CAMM NET. The website can be found at <https://cammnet.octa.net>. From the site menu, click on CAMM NET to register.

To receive all further information regarding this RFP 2-2784, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category:

Commodity:

Marketing, Advertising & Media  
Services

Audio / Video Production  
Services Complete

Photography Services

Video Production

A pre-proposal conference will be held via teleconference on December 13, 2022, at 3:00 p.m.. Prospective Offerors may join or call-in using the following credentials:

- [Click here to join the meeting](#)
- **Or call 916-550-9867**
- Phone Conference ID: 628 664 992#

An on-site/in-person conference will not be held. A copy of the presentation slides and pre-proposal conference registration sheet(s) will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established January 31, 2023, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

All Offerors will be required to comply with all applicable equal opportunity laws and regulations.

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

**SECTION I: INSTRUCTIONS TO OFFERORS**

## **SECTION I. INSTRUCTIONS TO OFFERORS**

### **A. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held via teleconference on December 13, 2022, at 3:00 p.m. Prospective Offerors may join or call-in using the following credentials:

- [Click here to join the meeting](#)
- **Or call 916-550-9867**
- Phone Conference ID: 628 664 992#

An on-site/in-person conference will not be held. A copy of the presentation slides and pre-proposal conference registration sheet(s) will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to attend the pre-proposal conference.

### **B. 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 LOSSAN Agency's objectives.

### **C. ADDENDA**

The Authority reserves the right to revise the RFP documents. Any Authority changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals. Failure to acknowledge receipt of Addenda may cause the proposal to be deemed non-responsive to this RFP and be rejected.

### **D. AUTHORITY CONTACT**

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

Yarida Guzman, Senior Contract Administrator  
Contracts Administration and Materials Management Department  
Phone: 714.560.5077  
Email: yguzman@octa.net

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no Offeror, subcontractor, lobbyist or agent hired by the Offeror shall have any contact or communications regarding this RFP with any Authority's staff; member of the evaluation committee for this RFP;

or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any Offeror, subcontractor, lobbyist or agent hired by the Offeror that engages in such prohibited communications may result in disqualification of the Offeror at the sole discretion of the Authority.

## **E. 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 E.2. below. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter which will be sent to all firms registered on CAMM NET under the commodity codes specified in this RFP.

### **2. Submitting Requests**

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and received via e-mail at [yguzman@octa.net](mailto:yguzman@octa.net) no later than 2:00 p.m., on December 19, 2022.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions RFP 2-2784" in the subject line of the e-mail. The Authority is not responsible for failure to respond to a request that has not been labeled as such.

### **3. Authority Responses**

Responses from the Authority will be posted on CAMM NET, no later than December 21, 2022. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via email.

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

Category:

Marketing, Advertising & Media  
Services

Commodity:

Audio / Video Production  
Services Complete  
Photography Services  
Video Production

Inquiries received after 2:00 p.m. on December 19, 2022 will not be responded to.



## **F. SUBMISSION OF PROPOSALS**

### **1. Date and Time**

Proposals must be received in the Authority's office at or before 2:00 p.m. on January 10, 2022.

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

### **2. Address**

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

**Orange County Transportation Authority  
Contracts Administration and Materials Management (Camm)  
600 South Main Street, (Lobby Receptionist)  
Orange, California 92868  
Attention: Yarida Guzman**

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: Yarida Guzman, Contract Administrator**

Note: The Authority utilizes a third-party delivery service therefore, Offerors should anticipate a 48-hour delay in delivery of proposals mailed to the P.O. Box listed above. Proposals are considered received once time-stamped at the Authority's physical address.

### **3. Identification of Proposals**

Offeror shall submit one (1) original hard copy of its proposal in a sealed package, addressed as shown above in F.2. The outer envelope must show the Offeror's name and address and clearly marked as follows:

**RFP 2-2784 "Pacific Surfliner Videography and Photography Services"**

In addition to the above, Offerors shall also include one (1) electronic copy of their entire RFP submittal package in "PDF" format, on a USB or flash drive.

### **4. Acceptance of Proposals**

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

- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to issue a new RFP for the project.
- d. The Authority reserves the right to postpone proposal openings for its own convenience.
- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
- f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.
- g. Submitted proposals are not to be copyrighted.

**G. 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.

**H. 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.

**I. TAXES**

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

Offeror is responsible for payment of all taxes for any goods, services, processes and operations incidental to or involved in the contract.

**J. 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.

**K. CONTRACT TYPE**

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be with fully-burdened labor rates and anticipated expenses for work specified in the scope of work, included in the RFP as Exhibit A. The Agreement will be a one (1)-year initial term with two (2), two (2)-year option terms.

**L. CONFLICT OF INTEREST**

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

All Offerors must disclose in their proposal and immediately throughout the course of the evaluation process if they have hired or retained an advocate to lobby Authority staff or the Board of Directors on their behalf.

Offerors hired to perform services for the Authority are prohibited from concurrently acting as an advocate for another firm who is competing for a contract with the Authority, either as a prime or subcontractor.

**M. CODE OF CONDUCT**

All Offerors agree to comply with the Authority's Code of Conduct as it relates to Third-Party contracts which is hereby referenced and by this reference is incorporated herein. All Offerors agree to include these requirements in all of its subcontracts.

**N. OWNERSHIP OF RECORDS/PUBLIC RECORDS ACT**

All proposals and documents submitted in response to this RFP shall become the property of the Authority and a matter of public record pursuant to the California

Public Records Act, Government Code sections 6250 et seq. (the "Act"). Offerors should familiarize themselves with the provisions of the Act requiring disclosure of public information. Offerors are discouraged from marking their proposal documents as "confidential" or "proprietary."

If a Proposal does include "confidential" or "proprietary" markings and the Authority receives a request pursuant to the Act, the Authority will endeavor (but cannot guarantee) to notify the Offeror of such a request. In order to protect any information submitted within a Proposal, the Offeror must pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the confidentiality of such information. The Authority generally does not consider pricing information, subcontractor lists, or key personnel, including resumes, as being exempt from disclosure under the Act. In no event shall the Authority or any of its officers, directors, employees, agents, representatives, or consultants be liable to an Offeror for the disclosure of any materials or information submitted in response to the RFP or by failing to notify a Offeror of a request seeking its Proposal. The Authority reserves the right to make an independent decision to disclose records and material.

Notwithstanding the above, all information regarding proposal responses will be held as confidential until such time as the evaluation has been completed; an award has been made by the Board of Directors or Authority Staff, as appropriate; and the contract has been fully negotiated.

**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. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

#### **2. Letter of Transmittal**

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

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

#### **3. Technical Proposal**

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

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing

capability; workload; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.
- (5) Identify all firms hired or retained to provide lobbying or advocating services on behalf of the Offeror by company name, address, contact person, telephone number and email address. This information is required to be provided by the Offeror immediately during the evaluation process if a lobbyist or advocate is hired or retained.
- (6) Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

**b. Proposed Staffing and Project Organization**

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

Offeror to:

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

**c. Work Plan**

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

Offeror to:

- (1) Describe the approach to completing the work specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially 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 as well as budget and schedule 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.

**d. Exceptions/Deviations**

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C), using the form entitled "Proposal Exceptions and/or Deviations" included in this RFP. This Proposal Exceptions and/or Deviations form (Exhibit G) must be included in the original proposal submitted by the Offeror. If no technical or contractual exceptions and/or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form (Exhibit G) or any technical and/or contractual exceptions after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

All exceptions and/or deviations will be reviewed by the Authority and will be assigned a "pass" or "fail" status. Exceptions and deviations that "pass" do not mean that the Authority has accepted the change but that it is a potential negotiable issue. Exceptions and deviations that receive a "fail" status means that the requested change is not something that the Authority would consider a potential negotiable issue. Offerors that receive a "fail" status on their exceptions and/or deviations will be notified by the Authority and will be allowed to retract the exception and/or deviation and continue in the evaluation process. Any exceptions and/or deviation that receive a "fail" status and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.

**4. Cost and Price Proposal**

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

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B), and furnish any narrative required to explain the rates quoted in the schedules. It is anticipated that the Authority will issue a time and expense-price contract specifying full-burdened labor rates and anticipated expenses to complete the Scope of Work.

## 5. Appendices

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

## B. FORMS

### 1. Campaign Contribution Disclosure Form

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Board of Directors, Offeror is required to complete and sign the Campaign Contribution Disclosure Form provided in this RFP and submit as part of the proposal.

This form **must** be completed regardless of whether a campaign contribution has been made or not and regardless of the amount of the contribution.

The prime contractor, subconsultants, lobbyists and agents are required to report all campaign contributions made from the proposal submittal date up to and until the Board of Directors makes a selection.

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

### 2. Status of Past and Present Contracts Form

Offeror shall complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of its proposal. Offeror shall identify the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract. Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal.

A separate form must be completed for each identified contract. Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit one copy of the completed

form(s) as part of its proposals, and it should be included in only the original proposal.

**3. Proposal Exceptions and/or Deviations Form**

Offerors shall complete the form entitled "Proposal Exceptions and/or Deviations" provided in this RFP and submit it as part of the original proposal. For each exception and/or deviation, a new form should be used, identifying the exception and/or deviation and the rationale for requesting the change. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed nor considered by the Authority.

**SECTION III: EVALUATION AND AWARD**

### **SECTION III. EVALUATION AND AWARD**

#### **A. EVALUATION CRITERIA**

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

1. **Qualifications of the Firm** **25%**  
 Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience, and technical competence of subcontractors; assessment by client references.
2. **Staffing and Project Organization** **25%**  
 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 LOSSAN Agency's requirements and overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of resource allocation; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.
4. **Cost and Price** **20%**  
 Reasonableness of the fully-burdened rates and anticipated expenses; competitiveness with other offers received; adequacy of data in support of figures quoted.

#### **B. EVALUATION PROCEDURE**

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established January 10, 2023, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

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

At the conclusion of the evaluation process, the evaluation committee will recommend to the LOSSAN Agency Board, the Offeror with the highest final ranking or a short-list of top ranked firms within the competitive range whose proposal(s) is most advantageous to the LOSSAN Agency.

**C. AWARD**

The LOSSAN Agency's Board of Directors will consider the selection of the firm(s) recommended by the evaluation Committee.

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 LOSSAN Agency.

Offeror acknowledges that the LOSSAN Agency's Board of Directors reserves the right to award this contract in its sole and absolute discretion to any Offeror to this RFP regardless of the evaluation committee's recommendation.

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

The selected Offeror will be required to submit to the Authority's Accounting department a current IRS W-9 form prior to commencing work.

**D. NOTIFICATION OF AWARD AND DEBRIEFING**

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

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

**EXHIBIT A: SCOPE OF WORK**

## **SCOPE OF WORK**

### **PACIFIC SURFLINER VIDEOGRAPHER & PHOTOGRAPHER SERVICES**

#### **I. INTRODUCTION**

The Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Corridor Agency wishes to contract with a full-service video production and photography firm to provide digital assets (videos and photos) to be used in Pacific Surfliner marketing communications for the purpose of:

- Telling the brand story and connecting with our audiences through still photography and videos to increase ridership and revenue
- Presenting the on-board experience, conveying the customer journey, highlighting the destinations and communities we serve, and showcasing the iconic landscapes of the route
- Enhancing the public perception and raising awareness of the Pacific Surfliner

If necessary to complete the requirements of the scope of work, Firm shall serve as responsible party for direct costs associated with third party software services on a pass-through basis.

Through this contract, the Firm shall provide expertise in photography and videography-based marketing to supplement LOSSAN's in-house marketing and communications staff. Firms proposing as the prime contractor are encouraged to collaborate with sub-contractors so that turnkey video and photo production can be delivered.

#### **II. BACKGROUND**

The 351-mile LOSSAN rail corridor travels through a six (6)-county coastal region in southern California and is the second busiest intercity passenger rail corridor in the United States. The LOSSAN Rail Corridor Agency manages the Amtrak Pacific Surfliner service, which has an annual ridership of nearly 3 million (pre-pandemic). Prior to temporary service reductions related to the COVID-19 pandemic, the Pacific Surfliner schedule consisted of 24 daily trains between Los Angeles and San Diego, with ten (10) trains extending to Santa Barbara/Goleta and four (4) to San Luis Obispo. Most of the service has been restored as of the summer of 2022, with plans to be back to pre-pandemic service levels by 2023 or 2024. The Pacific Surfliner serves 29 stations between San Diego and San Luis Obispo counties.

The LOSSAN Agency will promote the Pacific Surfliner as an attractive transportation option for travelers to destinations along the LOSSAN rail corridor and beyond. In addition to rail service, dedicated Amtrak Thruway bus



connections supplement trains by filling in gaps in the schedule and providing service to popular destinations near the Pacific Surfliner route. Thruway Buses also provide connections between northern and southern California, and between Orange County and Palm Springs/Coachella Valley.

The LOSSAN Agency uses photos and videos as a marketing tactic for generating interest in the service, highlighting the benefits of train travel, reducing barriers for first-time travelers, and inspiring trips. Video communicates a wide range of topics including but not limited to planning a trip, first-time rider trips, amenities, promotions, general branding, and destinations. The LOSSAN Agency continues to grow a library of owned photography assets to use in the production of all marketing materials, including webpages, social posts, advertisements, reports, print collateral, and more.

### **III. PURPOSE**

A. The Firm shall produce videos and photography to achieve the following goals during the course of the contract:

- Tell the Pacific Surfliner story by developing highly creative, compelling, and engaging video and photo concepts for production
- Produce high-quality and cost-effective videos and photography to communicate with selected target audiences across various channels, inspire viewer loyalty, encourage viewer engagement, and attract a large number of video views
- Capture high-quality photos and video footage in multiple formats and in various settings, and maintain all assets in an organized Digital Asset Management (DAM) system that makes it simple to search for and use content
- Produce highly sharable videos that capture attention and leverage trends and effects on social platforms that include Facebook, Twitter, Instagram, and TikTok.

B. The LOSSAN Agency will use video and still photography to visually complement marketing activities around a diverse range of topics. These may include but are not limited to:

- Pacific Surfliner train service (onboard experience, equipment, amenities)
- Landscapes and views along the Pacific Surfliner route
- Destinations accessible through the Pacific Surfliner service
- Pacific Surfliner stations
- How-to-Ride tutorials

- Behind-the-scenes
  - Employee and customer interviews
  - Local events and attractions
  - Sponsorship coverage
  - Projects and programs led or supported by the LOSSAN Agency
- C. The Firm shall develop compelling photos and videos that entertain, educate, and encourage traveling via the Pacific Surfliner. Videos will be developed in broadcast quality and also optimized for web and social media use. Photos should be captured in raw or high-resolution formats that provide flexibility in processing, and should be enhanced, retouched, or resized as part of the pre-production process. Videos and photos may be used on webpages, social posts, advertisements, reports, print collateral, broadcast, and other marketing channels as appropriate. Both photos and videos should portray the Pacific Surfliner as a premier travel option through storytelling, well-defined visual styles, and brand consistency.

#### **IV. QUALIFICATIONS:**

- A. The Firm shall provide full-service video production and photography services that include pre-production, production, and post-production capabilities in accordance with industry standards to capture effective videos and still images that achieve the marketing goals for the Pacific Surfliner service.
- B. The Firm shall have access to a large network of photographers along the entire route to accommodate for photoshoots, including both large- and small-scale, to complete requests in a cost-effective and timely manner. The Firm shall also possess an FAA licensed remote pilot certificate with a sUAS rating.
- C. The Firm must have the demonstrated ability to deliver the following:
- Script and storyboard video concepts
  - Travel videography and photography
  - Aerial and drone photography and videography
  - Short-format videos for social media, including those for Instagram (stories and reels), TikTok, YouTube, and more
  - Photos and videos for advertising on a variety of channels including print, broadcast, web, and more
  - Organize, produce, and deliver still photography and video shoots utilizing casted talent or consenting members of the public

- 360 photography/interactive virtual tours, cinemagraphs, or other specialty video projects
- D. The Firm shall have knowledge of the following approaches:
- Online video advertising
  - Viral and video marketing
  - Transmedia storytelling
- E. The Firm must have the resources to provide ongoing and on-demand assistance for the following tasks:
- Edit content as needed for ads, social media, news agencies, vendors, sponsors or other channels or occasions.
  - Manage Digital Asset Management (DAM) system (agency currently uses MediaSilo) and take ongoing responsibility for organizing and archiving of assets created.
- F. Firm shall be responsible for all aspects of pre-production, production, and post-production. This will include but not be limited to:
- Location scouting
  - Access to a recording studio, as needed
  - Online multi-platform mastering
  - Closed captioning and subtitling
  - Incorporating graphic design elements or animation elements, as needed
- G. Non-Technical Skills:
- Ability to take abstract ideas from staff and complete them in a professional and timely manner
  - Ability to learn about train schedules and operations to effectively plan photo and video shoots around the service, accommodating for possible delays and weather conditions, and capturing a moving target (the train)
  - Ability to secure any documentation or permissions needed for fulfilling deliverables for video shoots and photoshoots, which may include location permits, photo releases, and more
  - Ability to innovate and implement marketing solutions through videography and photography
  - Ability to work under strict deadlines and budget constraints

H. Equipment and/or related costs:

- All equipment and costs associated with ongoing pre-production, production, and post-production of photography and videography will be the responsibility of the Firm and should be incorporated into the contract cost proposal.
- Equipment rentals or purchases may be authorized for special projects and will require prior LOSSAN Project Manager approval.

**V. SERVICES REQUIRED**

This section contains a brief description of the types of technical services required for this contract. The work plan shall provide a precise and clear description of the Consultant's ability to meet the requirements of each service category specified below. Those bidding as the prime contractor on this RFP are encouraged to sub-contract tasks which are outside of their expertise.

- A. On-Call Services – This effort includes videography and photography to help tell the Pacific Surfliner story and assist with a wide range of marketing and communications efforts. Firm shall be required to be available on-call to assist with projects as they come up, sometimes on short notice.
- B. Video and Photoshoots – Grow the LOSSAN Agency's library of owned images and video footage through video shoots and photoshoots of varying sizes and scopes. This may include small informal shoots to capture photos of the passenger experience or onboard amenities, shoots at various locations to capture footage and photos of the train and surrounding landscapes, larger efforts with casted talent, and more. Firm shall provide strategic direction on cost-effective and impactful activities to capture content in various formats to serve multiple purposes.
- C. Asset Enhancements – The need to reach the greatest audience with the most cost-effective approaches necessitates occasional repurposing of existing video assets and photography. Working together with the internal marketing team, Firm shall assist in making video enhancements, including edits, re-cuts, re-dubs or changes to titling, as well as retouching or compositing images.
- D. Digital Asset Management and Archiving – This service ensures that every asset and creative content produced for the LOSSAN Agency is organized and managed properly. This also ensures that content is maximized for different, multiple uses. Firm shall have a knowledgeable resource for managing digital asset management platforms and the

ability to transcode, index, and catalogue all of the LOSSAN Agency's digital assets.

- E. Creative Services – Develop creative briefs and general concepts based on strategic objectives and present rough layouts and rationale for evaluation. Develop creative assets for implementation across Pacific Surfliner channels including digital, print, broadcast, social media, public relations, paid media, and other customer communication channels as needed. Firm must be able to respond quickly to implement creative development through concept ideation, execution, and production in a timely manner to meet the project deadlines.

Support creative strategy development and work cross functionally to deliver the best user experiences across a broad range of channels and mediums. Must understand trends affecting relevant industries, mediums, and audiences. Must have experience with producing digital assets for responsive frameworks and understand how to leverage or customize content for various channels and purposes. Collaborate with the in-house marketing team to expertly craft stories that visually and verbally resonate with target audiences to motivate action.

Firm shall provide original photography, videography, graphic, animation, and illustration services as needed for use on a variety of marketing channels. Videography and photography support should include selection and management of paid models, the ability to provide studio shots and/or shots in public settings, and location shots showcasing trains and landscapes. Trains will either be stationary or moving.

- F. Script Writing and Messaging Development– Create engaging marketing content and scripts for videos as needed to drive ridership, boost engagement, and enhance relationships with various audiences. Firm will be responsible for writing compelling scripts that align with the Pacific Surfliner brand.
- G. Digital Storytelling – Create photo series and videos that enhance brand awareness and motivate target audiences to action. Work with in-house marketing and communications team to develop targeted and relevant stories that enhance the perception of the service, educate the public, and inspire customers while growing ridership and cultivating user loyalty. Capture the unique and compelling attributes of the Pacific Surfliner service to create clear and consistent communications across various channels and diverse audiences. Partner with content producers along the route to localize communication materials and implement core messaging and across all assets.
- H. Pass-Through Costs: Serve as the responsible party for direct costs associated with third party software services on a pass-through basis, if

needed. Expenses related to software fees and licensing must be approved in advance. These expenses will be billed at actual cost.

## **VI. PROJECT MANAGEMENT**

The LOSSAN Agency Marketing and Communications Manager will be the key contact for the Firm and will direct the Firm's work efforts. The Firm shall be responsible for implementing the work described in this Scope of Work under the direction of the LOSSAN Agency Marketing and Communications Manager. The LOSSAN Agency Marketing and Communications Manager will form, and be a part of, an internal project team to assist in providing project direction. All jobs performed by the Firm will require a cost estimate within two (2) days of project requests and the prior approval from the LOSSAN Agency Marketing and Communications Manager before commencing work.

The Firm shall designate a project manager within the firm to be the primary liaison with the LOSSAN Agency for day-to-day marketing activities. The project manager will manage written communications via email and/or through teleconference. The project manager shall have the authority to make commitments and decisions that are binding to the Consultant. Any changes to a Firm's personnel under this project shall be subject to the LOSSAN Agency's written approval.

The Firm shall invoice the LOSSAN Agency for services rendered on a monthly basis.

Deliverables shall include, but are not limited to:

- a. Job-by-job estimates of time and materials needed to complete each project, approved by the designated LOSSAN Marketing and Communications Manager
- b. Documentation of strategies, tactics, design recommendations, evaluation criteria, timeline, and budget proposal including executive briefs and reporting
- c. Implementation of effective production of digital assets, including concept and development, execution, and production tailored to strategic objectives
- d. Proactive feedback for enhancements to optimize ongoing marketing efforts, refine messaging, boost online engagement, and search engine visibility, and meet other performance metrics.

## **VII. CONTRACT TERM**

This Agreement shall commence upon execution by both parties and shall continue in full force and effect for one-year initial term, with two (2), two-year option terms (total of up to five years).

**EXHIBIT B: PRICE SUMMARY SHEET**

**PRICE SUMMARY SHEET**

**REQUEST FOR PROPOSALS (RFP) 2-2784**

All rates are “fully loaded”, i.e., includes all overhead, general costs, administrative costs, and profit.

**SCHEDULE I – HOURLY RATE SCHEDULE**

**Personnel Descriptions (Rates are fully burdened):**

| <b>Job Function</b>    | <b>INITIAL TERM<br/>03/01/2023-02/29/2024<br/>Hourly Rate</b> | <b>FIRST OPTION TERM<br/>03/01/2024-02/28/2026<br/>Hourly Rate</b> | <b>SECOND OPTION TERM<br/>03/01/2026-02/29/2028<br/>Hourly Rate</b> |
|------------------------|---|--|---|
| Photographer           |   |  |   |
| Videographer           |   |  |   |
| Project Manager        |   |  |   |
| Producer               |   |  |   |
| Production Support     |   |  |   |
| Director               |   |  |   |
| Editor                 |   |  |   |
| Camera Operator        |   |  |   |
| Video Finishing        |   |  |   |
| Pre-Production Lead    |   |  |   |
| Pre-Production Support |   |  |   |
| Audio/Sound Design     |   |  |   |
| Hair/Make-up Artist    |   |  |   |
| Wardrobe/Prop Stylist  |   |  |   |
| Social Media Manager   |   |  |   |



**Other Labor Charges:**

| <b>Job Function</b> | <b>INITIAL TERM<br/>03/01/2023-02/29/2024<br/>Hourly Rate</b> | <b>FIRST OPTION TERM<br/>03/01/2024-02/28/2026<br/>Hourly Rate</b> | <b>SECOND OPTION TERM<br/>03/01/2026-02/29/2028<br/>Hourly Rate</b> |
|---------------------|---|--|---|
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Provide fully-burdened hourly rates for the above designated labor. The fully-burdened hourly rates will be included in the resulting agreement should your proposal be selected for contract award.

**SCHEDULE II – OTHER DIRECT COSTS SCHEDULE (ODC)**

| <b>Job Function</b> | <b>INITIAL TERM<br/>03/01/2023-02/29/2024<br/>Hourly Rate</b> | <b>FIRST OPTION TERM<br/>03/01/2024-02/28/2026<br/>Hourly Rate</b> | <b>SECOND OPTION TERM<br/>03/01/2026-02/29/2028<br/>Hourly Rate</b> |
|---------------------|---|--|---|
|                     |   |  |   |
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Additional ODC must be pre-approved by LOSSAN Additional ODC required and authorized by the Authority, and not included in the Agreement will be reimbursed either (a) “at cost” or (b) up to the applicable current rate listed in this Schedule II, whichever is less. Pre-approved equipment rentals will also be reimbursed at cost. Additional sheets may be included.

**NOTE:**

- A. The Authority will not reimburse Consultant for hours charged to perform activities associated with the preparation and review of invoices submitted to the Authority.
- B. The Authority will not reimburse Consultant for local meals and travel time, unless previously approved, and any other expenses not included within this Exhibit B.

**FIRM ACKNOWLEDGMENT:**

**The undersigned, upon acceptance, agrees to provide the service in accordance with the terms, conditions, and requirements as contained in RFP 2-2784 and the supporting documents for all prices proposed.**

1. I acknowledge receipt of RFP 2-2784 and Addenda No.(s) \_\_\_\_\_.
2. This offer shall remain firm for \_\_\_\_\_ from the date of the proposal.  
(Minimum of 120 days)

COMPANY NAME

\_\_\_\_\_

FULL ADDRESS

\_\_\_\_\_

TELEPHONE NUMBER

\_\_\_\_\_

EMAIL ADDRESS

\_\_\_\_\_

SIGNATURE OF PERSON  
AUTHORIZED TO BIND OFFEROR

\_\_\_\_\_

NAME AND TITLE OF PERSON  
AUTHORIZED TO BIND OFFEROR

\_\_\_\_\_

DATE SIGNED

\_\_\_\_\_

**EXHIBIT C: PROPOSED AGREEMENT**

PROPOSED AGREEMENT NO. L-2-0010

BETWEEN

LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY

AND

\_\_\_\_\_

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 ("Effective Date"), by and between the Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a joint powers authority of the State of California (hereinafter referred to as "AGENCY"), and \_\_\_\_\_ (hereinafter referred to as "CONSULTANT").

**WITNESSETH:**

**WHEREAS**, AGENCY requires assistance from CONSULTANT to provide full-service video production and photography services for the Pacific Surfliner; and

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

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

**WHEREAS**, CONSULTANT wishes to perform these services;

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

**ARTICLE 1. COMPLETE AGREEMENT**

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

B. AGENCY's failure to insist in any one or more instances upon CONSULTANT's performance

EXHIBIT C

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

**ARTICLE 2. AGENCY DESIGNEE**

The Managing Director of AGENCY, or designee, shall have the authority to act for and exercise any of the rights of AGENCY as set forth in this Agreement.

**ARTICLE 3. SCOPE OF WORK**

A. CONSULTANT shall perform the work necessary to complete in a manner satisfactory to AGENCY 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 AGENCY.

B. CONSULTANT 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 AGENCY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or level of commitment hereunder be changed, without the prior written consent of AGENCY. Should the services of any key person become no longer available to CONSULTANT, the resume and qualifications of the

1 proposed replacement shall be submitted to AGENCY for approval as soon as possible, but in no event  
2 later than seven (7) calendar days prior to the departure of the incumbent key person, unless  
3 CONSULTANT is not provided with such notice by the departing employee. AGENCY shall respond to  
4 CONSULTANT within seven (7) calendar days following receipt of these qualifications concerning  
5 acceptance of the candidate for replacement.

6 **ARTICLE 4. TERM OF AGREEMENT**

7 A. This Agreement shall commence upon execution by both parties and shall continue in full  
8 force and effect through March 31, 2024 (Initial Term), unless earlier terminated or extended as provided  
9 in this Agreement.

10 B. AGENCY, at its sole discretion, may elect to extend the term of this Agreement for an  
11 additional twenty-four (24) months, commencing on April 1, 2024, and continuing through  
12 March 31, 2026 (First Option Term) thereupon requires CONSULTANT to continue to provide services,  
13 and otherwise perform, in accordance with Exhibit A, entitled "Scope of Work," and at the  
14 rates set forth in Article 5, "Payment."

15 C. AGENCY, at its sole discretion, may elect to extend the term of this Agreement for an  
16 additional twenty-four (24) months, commencing on April 1, 2026, and continuing through  
17 March 31, 2028 (Second Option Term) thereupon requires CONSULTANT to continue to provide  
18 services, and otherwise perform, in accordance with Exhibit A, entitled "Scope of Work," and at the  
19 rates set forth in Article 5, "Payment."

20 D. AGENCY's election to extend this Agreement beyond the initial Term shall not diminish its  
21 right to terminate the Agreement for AGENCY's convenience or CONSULTANT's default as provided  
22 elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extending from  
23 March 31, 2028, which period encompasses the Initial Term, First Option Term, and Second Option Term.

24 **ARTICLE 5. PAYMENT**

25 A. For CONSULTANT's full and complete performance of its obligations under this Agreement  
26 and subject to the maximum cumulative payment obligation provisions set forth in Article 6, AGENCY

EXHIBIT C

1 shall pay CONSULTANT on a time-and-expense basis in accordance with the following provisions.

2 B. CONSULTANT shall invoice AGENCY on a monthly basis for payments corresponding to the  
3 work actually completed by CONSULTANT. Drive time may not be charged to AGENCY. Work  
4 completed shall be documented in a monthly progress report prepared by CONSULTANT, which shall  
5 accompany each invoice submitted by CONSULTANT. AGENCY shall pay CONSULTANT at the hourly  
6 labor rates specified in Exhibit B, entitled "Price Summary Sheet," which is attached to and by this this  
7 reference, incorporated in and made a part of this Agreement. These rates shall remain fixed for the term  
8 of this Agreement and are acknowledged to include CONSULTANT's overhead costs, general costs,  
9 administrative costs, and profit. CONSULTANT shall also furnish such other information as may be  
10 requested by AGENCY to substantiate the validity of an invoice. At its sole discretion, AGENCY may  
11 decline to make full payment until such time as CONSULTANT has documented to AGENCY'S  
12 satisfaction, that CONSULTANT has fully completed all work required. AGENCY's payment in full shall  
13 constitute AGENCY's final acceptance of CONSULTANT's work.

14 C. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in  
15 duplicate to AGENCY's Accounts Payable office. CONSULTANT may also submit invoices electronically  
16 to AGENCY's Accounts Payable Department at [vendorinvoices@octa.net](mailto:vendorinvoices@octa.net). Each invoice shall be  
17 accompanied by the monthly progress report specified in paragraph B of this Article. AGENCY shall remit  
18 payment within thirty (30) calendar days of the receipt and approval of each invoice. Each invoice shall  
19 include the following information:

- 20 1. Agreement No. L-2-0010;
- 21 2. Specify the work for which payment is being requested;
- 22 3. The time period covered by the invoice;
- 23 4. Labor (including staff name, job function, hours charged, hourly billing rate, current  
24 charges, and cumulative charges) performed during the billing period;
- 25 5. Total Monthly Invoice (including project-to-date cumulative invoice amount);
- 26 6. Itemized expenses including support documentation incurred during the billing period;

7. Monthly Progress Report;

8. Certification signed by the CONSULTANT or his/her designated alternate that a) The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup information included with the invoice is true, complete and correct in all material respects; c) All payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The invoice does not include any amount which CONSULTANT intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice.

9. Any other information as agreed or requested by AGENCY to substantiate the validity of an invoice.

**ARTICLE 6. MAXIMUM OBLIGATION**

Notwithstanding any provisions of this Agreement to the contrary, AGENCY and CONSULTANT mutually agree that AGENCY's maximum cumulative payment obligation (including obligation for CONSULTANT's profit) shall be Three Hundred Thousand Dollars (\$300,000) which shall include all amounts payable to CONSULTANT for its subcontracts, leases, materials, and costs arising from, or due to termination of, this Agreement.

**ARTICLE 7. NOTICES**

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

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/



To CONSULTANT:

To AGENCY:

Los Angeles-San Diego-San Luis Obispo Rail

Corridor Agency

550 South Main Street

P.O. Box 14184

Orange, California 92863-1584

ATTENTION:

ATTENTION: Yarida Guzman

Title:

Title: Senior Contract Administrator

Phone:

Phone: (714-560-5077

Email:

Email: yguzman@octa.net

**ARTICLE 8. INDEPENDENT CONTRACTOR**

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

B. Should CONSULTANT's personnel or a state or federal agency allege claims against AGENCY involving the status of AGENCY as employer, joint or otherwise, of said personnel, or allegations involving any other independent contractor misclassification issues, CONSULTANT shall defend and indemnify AGENCY in relation to any allegations made.

**ARTICLE 9. INSURANCE**

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

EXHIBIT C

1           1.       Commercial General Liability, to include Products/Completed Operations,  
2       Independent Contractors', Contractual Liability, Advertising (if applicable to Scope of Work) and Personal  
3       Injury Liability, and Property Damage with a minimum limit of \$1,000,000 per occurrence, \$2,000,000  
4       general aggregate and \$2,000,000 Products/Completed Operations aggregate;

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

7           3.       Workers' Compensation with limits as required by the State of California including  
8       a Waiver of Subrogation in favor of AGENCY, its officers, directors, and employees;

9           4.       Employers' Liability with minimum limits of \$1,000,000 per accident, \$1,000,000  
10      policy limit-disease, and \$1,000,000 policy limit employee-disease; and

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

12          B.      Proof of such coverage, in the form of a certificate of insurance and an insurance policy  
13      blanket additional insured endorsement, designating the AGENCY, its officers, directors and employees  
14      as additional insureds on general liability and automobile liability, as required by Agreement. Proof of  
15      insurance coverage must be received by AGENCY within ten (10) calendar days from the effective date  
16      of the Agreement and prior to commencement of any work. Such insurance shall be primary and non-  
17      contributive to any insurance or self-insurance maintained by the AGENCY. Furthermore, AGENCY  
18      reserves the right to request certified copies or review all related insurance policies, in response to a  
19      related loss.

20          C.      CONSULTANT shall include on the face of the certificate of insurance the Agreement  
21      Number L-2-0010 and, the Contract Administrator's Name, Yarida Guzman.

22          D.      CONSULTANT shall also include in each subcontract, the stipulation that subconsultants shall  
23      maintain insurance coverage in the amounts required of CONSULTANT as provided in the Agreement.  
24      Subconsultants will be required to include AGENCY as additional insureds on the Commercial General  
25      Liability, and Auto Liability insurance policies.

26          E.      Insurer must provide AGENCY with at least thirty (30) days' prior notice of cancellation or

material modification of coverage, and ten (10) days' prior notice for non-payment of premium.

**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 2-2784; (3) CONSULTANT's proposal dated \_\_\_\_\_; (4) all other documents, if any, cited herein or incorporated by reference.

**ARTICLE 11. CHANGES**

A. By written notice or order, AGENCY 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 AGENCY by CONSULTANT as described in the Scope of Work. If any such work suspension or change causes an increase or decrease in the price of this Agreement, or in the time required for its performance, CONSULTANT shall promptly notify AGENCY thereof and assert its claim for adjustment within ten (10) calendar days after the change or work suspension is ordered, and an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONSULTANT from proceeding immediately with the Agreement as changed.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed by AGENCY.

**ARTICLE 12. DISPUTES**

A. Except as otherwise provided in this Agreement, when a dispute arises between CONSULTANT and AGENCY, the project managers shall meet to resolve the issue. If project managers do not reach a resolution, the dispute will be decided by the Orange County Transportation Authority's (OCTA) Director of Contracts Administration and Materials Management (CAMM), who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to CONSULTANT. The decision of the Director, CAMM, shall be the final and conclusive administrative decision.

B. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with the performance of this Agreement and in accordance with the decision of OCTA's Director,

CAMM. Nothing in this Agreement, however, shall be construed as making final the decision of any AGENCY 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. AGENCY may terminate this Agreement for its convenience at any time, in whole or part, by giving CONSULTANT written notice thereof. Upon said notice, AGENCY shall pay CONSULTANT its allowable costs incurred to date of termination and those allowable costs determined by AGENCY to be reasonably necessary to effect such termination. Thereafter, CONSULTANT shall have no further claims against AGENCY under this Agreement.

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

**ARTICLE 14. INDEMNIFICATION**

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

**ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

EXHIBIT C

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

B. AGENCY hereby consents to CONSULTANT's subcontracting portions of the Scope of Work to the parties identified below for the functions described in CONSULTANT's proposal. CONSULTANT shall include in the subcontract agreement the stipulation that CONSULTANT, not AGENCY, 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 AGENCY, its officers, directors, employees or sureties for nonpayment by CONSULTANT.

**Subcontractor Name/Addresses**

**Subcontractor Function**

**ARTICLE 16. AUDIT AND INSPECTION OF RECORDS**

CONSULTANT shall provide AGENCY, or other agents of AGENCY, such access to CONSULTANT's accounting books, records, payroll documents and facilities, as AGENCY deems necessary. CONSULTANT 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 CONSULTANT's performance hereunder and for a period of four (4) years from the date of final payment by AGENCY. AGENCY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors identified in 0 of this Agreement. CONSULTANT shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

**ARTICLE 17. CONFLICT OF INTEREST**

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

9 **ARTICLE 18. CODE OF CONDUCT**

10 CONSULTANT agrees to comply with AGENCY's Code of Conduct as it relates to Third-Party  
11 contracts which is hereby referenced and by this reference is incorporated herein. CONSULTANT  
12 agrees to include these requirements in all of its subcontracts.

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

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

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

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

22 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

23 In connection with its performance under this Agreement, CONSULTANT shall not discriminate  
24 against any employee or applicant for employment because of race, religion, color, sex, age or national  
25 origin. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that  
26 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 22. PROHIBITED INTERESTS**

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

**ARTICLE 23. OWNERSHIP OF REPORTS AND DOCUMENTS**

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

B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall not, without prior written approval of AGENCY, be used for any purposes other than the performance under this Agreement, nor be disclosed to an entity not connected with the performance of the project. CONSULTANT shall comply with AGENCY's policies regarding such material. Nothing furnished to CONSULTANT, which is otherwise known to CONSULTANT or is or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not use AGENCY'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 AGENCY.

C. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be released by CONSULTANT to any other person or agency except after prior written approval by AGENCY, 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 AGENCY unless otherwise agreed to by CONSULTANT and AGENCY.

**ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT**

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

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

**ARTICLE 25. FINISHED AND PRELIMINARY DATA**

A. All of CONSULTANT's finished technical data, including but not limited to illustrations, photographs, tapes, software, software design documents, including without limitation source code, binary code, all media, technical documentation and user documentation, photoprints and other graphic



1 information required to be furnished under this Agreement, shall be AGENCY's property upon payment  
2 and shall be furnished with unlimited rights and, as such, shall be free from proprietary restriction except  
3 as elsewhere authorized in this Agreement. CONSULTANT further agrees that it shall have no interest  
4 or claim to such finished, AGENCY-owned, technical data; furthermore, said data is subject to the  
5 provisions of the Freedom of Information Act, 5 USC 552.

6 B. It is expressly understood that any title to preliminary technical data is not passed to AGENCY  
7 but is retained by CONSULTANT. Preliminary data includes roughs, visualizations, software design  
8 documents, layouts and comprehensives prepared by CONSULTANT solely for the purpose of  
9 demonstrating an idea or message for AGENCY's acceptance before approval is given for preparation  
10 of finished artwork. Preliminary data title and right thereto shall be made available to AGENCY if  
11 CONSULTANT causes AGENCY to exercise Article 13, and a price shall be negotiated for all preliminary  
12 data.

13 **ARTICLE 26. FORCE MAJEURE**

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

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

22 CONSULTANT shall comply with all the requirements set forth in Exhibit F, Level 2 Safety  
23 Specifications.

24 /

25 /

26 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. L-2-0010 to be

executed as of the date of the last signature below.

**CONSULTANT**

**LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL  
CORRIDOR AGENCY**

By \_\_\_\_\_

By \_\_\_\_\_  
Jason Jewell  
Interim Managing Director

APPROVED AS TO FORM:

By \_\_\_\_\_  
James M. Donich  
General Counsel

**EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM**

**STATUS OF PAST AND PRESENT CONTRACTS FORM**

On the form provided below, Offeror/Bidder shall list the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract.

A separate form must be completed for each contract. Offeror/Bidder shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value. Offeror/Bidder shall also provide a brief summary and the current status of the litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations. If the contract was terminated, list the reason for termination.

Offeror/Bidder shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of the bid. Each form must be signed by an officer of the Offeror/Bidder confirming that the information provided is true and accurate.

|   |                                 |
|---|---------------------------------|
| <b>Project city/agency/other:</b>   |                                 |
|   |                                 |
| <b>Contact Name:</b>  | <b>Phone:</b>                   |
|   |                                 |
| <b>Project Award Date:</b>  | <b>Original Contract Value:</b> |
|   |                                 |
| <b>Term of Contract:</b>  |                                 |
|   |                                 |
| <b>(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:</b> |                                 |
|   |                                 |
|   |                                 |
|   |                                 |
| <b>(2) Summary and Status of contract:</b>  |                                 |
|   |                                 |
|   |                                 |
| <b>(3) Summary and Status of action identified in (1):</b>  |                                 |
|   |                                 |
|   |                                 |
|   |                                 |
| <b>(4) Reason for termination, if applicable:</b>   |                                 |
|   |                                 |
|   |                                 |

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT E: CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**Information Sheet**

**LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY**

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use pending before the Board of Directors of LOSSAN or any of its affiliated agencies. (Please see next page for definitions of these terms.)

**IMPORTANT NOTICE**

**Basic Provisions of Government Code Section 84308**

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and California Code of Regulations, Title 2 Sections 18438-18438.8.

LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY  
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: \_\_\_\_\_ RFP Title: \_\_\_\_\_

Was a campaign contribution made to any LOSSAN Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed subconsultants and/or agent/lobbyist? Yes \_\_\_\_\_ No \_\_\_\_\_

**If no**, please sign and date below.

**If yes**, please provide the following information:

Prime Contractor Firm Name: \_\_\_\_\_

Contributor or Contributor Firm's Name: \_\_\_\_\_

Contributor or Contributor Firm's Address: \_\_\_\_\_

Is Contributor:

- |   |           |          |
|---|-----------|----------|
| <input type="radio"/> The Prime Contractor  | Yes _____ | No _____ |
| <input type="radio"/> Subconsultant   | Yes _____ | No _____ |
| <input type="radio"/> Agent/Lobbyist hired by Prime<br>to represent the Prime in this RFP | Yes _____ | No _____ |

Note: Under the State of California Government Code section 84308 and California Code of Regulations, Title 2, Section 18438, campaign contributions made by the Prime Contractor and the Prime Contractor's agent/lobbyist who is representing the Prime Contractor in this RFP must be aggregated together to determine the total campaign contribution made by the Prime Contractor.

Identify the Board Member(s) to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions, the name of the contributor, the dates of contribution(s) in the preceding 12 months and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board Member: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Board Member: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Contributor

\_\_\_\_\_  
Print Firm Name

\_\_\_\_\_  
Print Name of Contributor



**LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY  
AND AFFILIATED AGENCIES**

**Board of Directors**

**Dana Reed, Chairman**  
**Gregg Hart, Vice Chairman**  
**Priya Bhat-Patel, Director**  
**Mary Lou Echternach, Director**  
**Jewel Edson, Director**  
**Caylin Frank, Director**  
**Raymond Gregory, Director**  
**Michael Hennessey, Director**  
**Kellie Hinze, Director**  
**Bryan MacDonald, Director**  
**Joe Mosca, Director**  
**Joseph L. Muller, Director**  
**Al Murray, Director**  
**Jimmy Paulding, Director**  
**Andy Pease, Director**  
**David Perry, Director**  
**Bill Sandke, Director**  
**Tim Shaw, Director**  
**Fred Strong, Director**  
**Jess Talamantes, Director**  
**Jim White, Director**  
**Das Williams, Director**

**EXHIBIT F: SAFETY SPECIFICATIONS**

**EXHIBIT G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS**

**PROPOSAL EXCEPTIONS AND/OR DEVIATIONS**

The following form shall be completed for each technical and/or contractual exception or deviation that is submitted by Offeror for review and consideration by Authority. The exception and/or deviation must be clearly stated along with the rationale for requesting the exception and/or deviation. If no technical or contractual exceptions or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted Authority’s technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit this form or any contractual exceptions and/or deviation after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

Offeror:\_\_\_\_\_

RFP No.:\_\_\_\_\_ RFP Title: \_\_\_\_\_

Deviation or Exception No. : \_\_\_\_\_

Check one:

- Scope of Work (Technical) \_\_\_\_\_
- Proposed Agreement (Contractual) \_\_\_\_\_

Reference Section/Exhibit: \_\_\_\_\_ Page/Article No.\_\_\_\_\_

Complete Description of Deviation or Exception:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Rationale for Requesting Deviation or Exception:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Area Below Reserved for Authority Use Only:

\_\_\_\_\_

\_\_\_\_\_