

REQUEST FOR PROPOSALS (RFP) 3-2341

RAIL MARKETING AND RIDERSHIP PROGRAM



**ORANGE COUNTY TRANSPORTATION AUTHORITY
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P.O. Box 14184
Orange, CA 92863-1584
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Key RFP Dates

Issue Date:	July 10, 2023
Question Submittal Date:	July 18, 2023
Proposal Submittal Date:	July 27, 2023
Interview Date:	August 9, 2023

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July 10, 2023

NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP 3-2341: “RAIL MARKETING AND RIDERSHIP PROGRAM”

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to assist with Authority's rail marketing and ridership program on an as-needed basis.

The budget for this project is \$110,000 for a one (1)-year initial term.

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 must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of 2:00 p.m. on July 27, 2023. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.

Offerors are instructed to click the upload link, select “**RFP 3-2341**” from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

Should Offerors encounter technical issues with uploading the proposals via the link provided, Offerors are required to contact the Contract Administrator prior to the submission deadline. Proposals and supplemental information to proposals received after the date and time specified above will be rejected.

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 Authority 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 3-2341, firms and subcontractors 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:

<u>Category:</u>	<u>Commodity:</u>
Marketing, Advertising & Media Services	Direct Mail Services
	Mailhouse Services
	Copywriting Services
	Newspaper and Publication Advertising
	Photography Services
	Communications Marketing Services
	Public Relations/Outreach Services
	Video Production
Printing & Reproduction Services	Web Page Graphic Design
Services (General)	Printing and Related Services
	Language
	Translator/Interpreter Services

The Authority has established August 9, 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. EXAMINATION OF PROPOSAL DOCUMENTS**

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

B. ADDENDA

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.

C. AUTHORITY CONTACT

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

Yvette Crowder, Senior Contract Administrator
Contracts Administration and Materials Management Department
Phone: 714.560.5616
Email: ycrowder@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 contractor 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.

D. CLARIFICATIONS**1. Examination of Documents**

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

2. Submitting Requests

- a. All questions must be put in writing and received via e-mail at ycrowder@octa.net no later than 4:30 p.m., on July 18, 2023.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions RFP 3-2341" 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 July 19, 2023. 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 subcontractors 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

Printing & Reproduction
Services

Commodity:

Direct Mail Services
Mailhouse Services
Copywriting Services
Newspaper and Publication
Advertising
Photography Services
Communications Marketing
Services
Public Relations/Outreach
Services
Video Production
Web Page Graphic Design
Printing and Related Services

Services (General)

Language
Translator/Interpreter Services

Inquiries received after 4:30 p.m. on July 18, 2023 will not be responded to.

E. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of **2:00 p.m. on July 27, 2023. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.**

Offerors are instructed to click the upload link, select “**RFP 3-2341**” from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

Should Offerors encounter technical issues with uploading the proposals via the link provided, Offerors are required to contact the Contract Administrator prior to the submission deadline. Proposals and supplemental information to proposals received after the date and time specified above will be rejected.

2. 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.

F. PRE-CONTRACTUAL EXPENSES

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

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

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

G. JOINT OFFERS

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

H. TAXES

Offerors' proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes. Offeror is responsible for payment of all taxes for any goods, services, processes and operations incidental to or involved in the contract.

I. PROTEST PROCEDURES

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

J. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a time-and-expense type contract with fully-burdened rates and anticipated expenses for work specified in the scope of work, included in the RFP as

Exhibit A. The term of the Agreement will be for a one (1)-year initial term with a one (1)-year option term.

K. 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.

L. 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.

M. STATEMENT OF ECONOMIC INTERESTS

The awarded Offeror (including designated employees and subcontractors) may be required to file Statements of Economic Interests (Form 700) in accordance with the Political Reform Act (Government Code section 81000 et seq.). This applies to individuals who make, participate in making, or act in a staff capacity for making governmental decisions. The Authority determines which individuals are required to file a Form 700, and if such determination is made, the individuals must file Form 700s with the Authority's Clerk of the Board no later than 30 days after the execution of the Agreement, annually thereafter for the duration of the Agreement, and within 30 days of termination of the Agreement.

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 Yvette Crowder, 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; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (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.
- (7) Provide experience with the Ektron content management system, ASP.NET 3.5 framework, and background in API development, Facebook, Twitter, YouTube, Google Maps and ESRI.

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 Authority.

c. Work Plan

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

Offeror to:

- (1) Describe the approach to completing the work specified in the Scope of Work. 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.
- (6) Provide printing samples of projects similar to those described in the Scope of Work, Exhibit A.

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 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 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 prices quoted in the schedules. It is anticipated that the Authority will issue a time and expense-price contract specifying fully-burdened firm-fixed 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. 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.

2. 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 Authority'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 rates; 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 August 9, 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 Authority's management the Offeror whose proposal(s) is most advantageous to the Authority.

C. AWARD

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

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

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 RAIL MARKETING & RIDERSHIP PROGRAM

INTRODUCTION

The Orange County Transportation Authority (OCTA) was formed in June 1991 to address ongoing transportation needs in Orange County. The concept behind OCTA was to create one agency to develop and implement transportation programs designed to reduce traffic congestion and improve air quality. OCTA's Metrolink commuter rail service operates three lines with a total of forty-five (45) trains that provide service to Orange County. The countywide bus system operates sixty (60) routes, including Stationlink rail feeder service as well as local fixed route, community routes, intracounty express, and intercounty express service.

The goal of the Rail Marketing Program is to increase overall ridership by increasing trips taken by existing customers and inducing trail usage among non-riders. OCTA is seeking a firm (Consultant) to partner with to develop market segmentation to identify high potential groups to target for trial use. The Consultant shall develop an innovative approach to generate interest and trial use to reach our goal. Types of services that will help OCTA achieve these goals include:

- Integrated, strategic marketing plan development
- Marketing campaign development, management, and optimization
- Digital marketing: email, social media and mobile marketing strategy development, implementation, and optimization
- Online and traditional media planning, buying and optimization
- Ethnic marketing and translation
- Print and digital creative development, design/copywriting, and production
- Market/customer research, segmentation study, online survey design, implementation, and reporting
- Web, mobile app and video design and production
- Photography, collateral production, printing, distribution, specialty printing and other promotional items as required
- Onsite extension staff on an as needed basis

BACKGROUND

Metrolink is Southern California's commuter rail system linking residential communities to employment and activity centers. Formed in 1991, Metrolink is operated by the Southern California Regional Rail Authority (SCRRA) - a regional joint powers authority (JPA). Metrolink's five-agency membership includes the Los Angeles County Metropolitan Transportation Authority (Metro), the Orange County Transportation Authority (OCTA), the Riverside County Transportation Commission (RCTC), the San Bernardino County Transportation Authority (SBCTA), and the Ventura County Transportation Commission (VCTC). Metrolink operates 134 daily trains on seven lines, serving fifty-five (55) stations, and carries over 16,500 riders each weekday throughout Southern California's five-county, 400-mile commuter rail system.

Orange County Metrolink Service

There are three (3) lines that provide service to Orange County. The Orange County (OC) Line between Oceanside and Los Angeles Union Station began in 1994, followed in 1995 by the Inland Empire-Orange County (IEOC) Line between Oceanside and San Bernardino, and the 91 Line in 2002 from Riverside to Los Angeles via Fullerton. The three lines serving Orange County provide a total of forty-five (45) trains (19 OC Line, 14 IEOC Line, and 12

91/PV Line) each weekday, serving eleven (11) Orange County stations and carrying an average of more than 6,500 daily passengers.

In 2006, the OC and IEOC lines began offering service on weekends, year-round. The OC Line weekend service is funded by OCTA and Metro. The IEOC Line weekend service is funded by OCTA, RCTC, and SBCTA.

A special weekend pass was introduced in 2011. Metrolink's Weekend Day Pass offers unlimited rides all day Saturday or Sunday for only \$10. The Weekend Day Pass is available through the Metrolink Mobile Ticketing App or at any Metrolink station ticket vending machines that offer weekend service.

The Rail 2 Rail Program, which began in 2003, allows Metrolink monthly pass holders the option of riding Amtrak Pacific Surfliner trains at no additional charge, provided the passholder travels within the stations identified on the monthly pass. In Orange County, a valid Metrolink ticket or pass also permits free transfers to local OCTA bus routes that directly serve a Metrolink station, including Stationlink.

In 2011, Metrolink began operating special train service to the Angels baseball weekday home games that start at 7:05 p.m. The special trains, called the Angels Express, run on the OC Line southbound from L.A. Union Station to the City of Anaheim and back; northbound from the cities of Laguna Niguel/Mission Viejo to Anaheim and back, and on the IEOC Line from Riverside Downtown to Anaheim and back for Friday games only. Special roundtrip fares have also been established, \$7 for regular, \$6 for senior/disabled, \$4 for ages 6-18 and free rides for ages 5 and under. Ridership over the years increased, with 20,000 boardings in 2011 to as high as 50,000 boardings. Due to the pandemic, this service has not operated since 2020.

In the first quarter of 2020, a worldwide pandemic began that severely affected travel and transportation services. The State of California declared a State of Emergency in response to rising COVID-19 cases on March 4, 2020. California's Gov. Gavin Newsom put into effect a statewide lockdown and restrictions. Metrolink responded to the ridership decrease that resulted from the lockdown by implementing a 30 percent reduction on all lines. Service was further reduced in November 2020, drastically reducing ridership. A partial service restoration took effect April 2022. Ridership is now about 35 percent of what it was pre-pandemic.

To encourage ridership and trial usage, Metrolink implemented several promotions: Kids Ride Free (17 and under, weekends only), 5-Day and 10-Day Flex Passes, and a \$15 Summer Weekday Pass (summer of 2022 only).

The total FY 2021-22 ridership (weekday and weekend) for the three Metrolink lines serving Orange County, including Rail 2 Rail passengers, exceeded 1.5 million. Compared to the previous fiscal year, Orange County total average weekday ridership is up 87.4 percent and average weekend ridership is up 167.9 percent due to post-COVID recovery efforts. Annual revenue totaled \$11.5 million, which is 71 percent higher than the previous fiscal year.

Systemwide Metrolink ridership surpassed 3.8 million riders for FY 2021-22. Systemwide revenue for FY 2021-22 was over \$27.5 million.

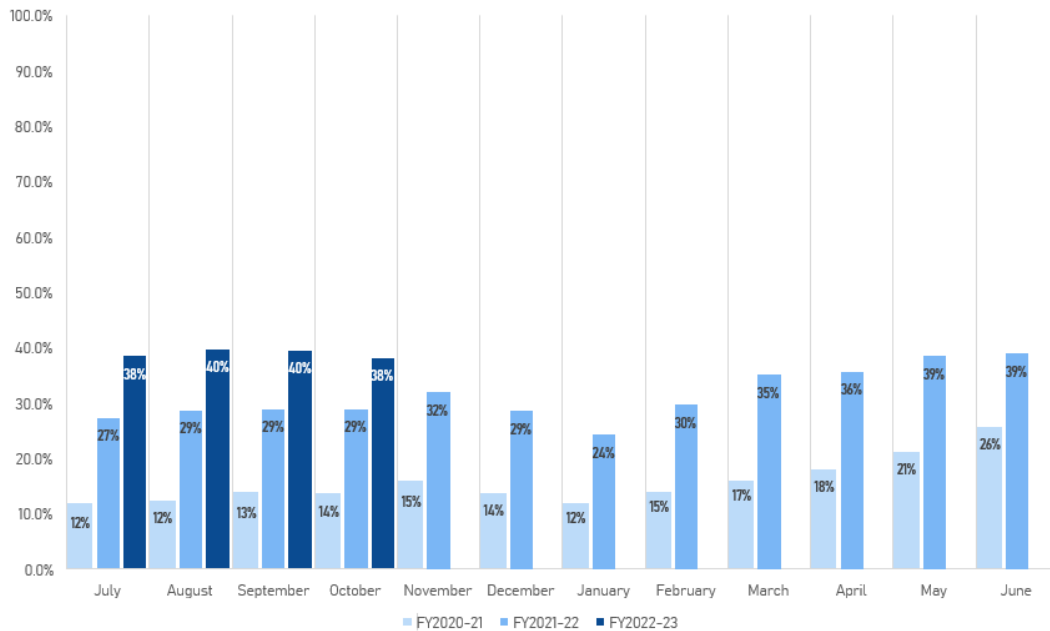
OC METROLINK AT A GLANCE – OCTOBER 2022



RIDERSHIP RECOVERY

Figure 5: Ridership Recovery as a Percentage of Pre-Pandemic Ridership - OC Metrolink, FY2020-21 through FY2022-23

The figure below presents actual ridership for OC Metrolink as a percentage of pre-pandemic ridership (FY2018-19). October 2022 total actual recovery is 38.1 percent of pre-pandemic ridership.



MARKETING APPROACH

OCTA's Strategic Plan supports gathering feedback from customers and stakeholders to ensure ongoing dialog between OCTA and its customers. Periodic surveys of Metrolink customers play a role in assisting OCTA to better understand customer perceptions and attitudes, satisfaction levels and travel behaviors and needs. The most recent Metrolink Customer Survey was conducted in 2022. The full report can be provided upon request.

Metrolink conducted an online survey that was emailed to 895,068 current and former Metrolink customers. The survey was opened between March 22 and April 4, 2022, and a total of 12,666 valid responses were received. Response data was weighted to be proportionally representative of Metrolink ridership; 22 percent (22%) of the responses were from Orange County riders. Among

other findings, results indicate a rise in leisure train travel and an increase in ridership by Hispanic and Asian groups.

A snapshot of the results of OCTA's Metrolink riders is as follows:

2022 Customer Survey Findings

- The average age of Metrolink riders in 2022 has increased from 44 years in 2018 to 48, indicating that many working age commuters have not yet returned to Metrolink. During the same period, ridership among seniors 65+ has risen from 5 percent (5%) in 2018 to 18 percent (18%). The larger share of seniors reflects the growth in Metrolink's leisure travel market.
- The median household income declined to \$65.5K from \$89K pre-pandemic.
- Ridership among diverse groups has grown, with the Hispanic group growing from 18 percent in 2018 to 23 percent and the Asian group growing from 18 percent to 34 percent.
- Commute trips account for 79 percent (79%) of ridership loss.
- The share of non-commute trips increased by thirty-two percent (32%) since 2018.
- Most Metrolink commuters still travel 4+ days/week and account for 30% of total ridership.
- Flex commuters (hybrid workers) account for 18% of total ridership.
- Occasional commuters (few days per year) account for 7% of total ridership.
- Non-commuters account for forty-five percent (45%) of total ridership (trips comprised of visits, leisure, events, medical, personal business, etc.).

Prior to the pandemic, commuters accounted for over 80 percent of Metrolink ridership and non-commuters accounted for less than 20 percent. The study clearly indicates a shift in ridership, with non-commuters now accounting for 45 percent of total ridership on the Orange County lines. The survey also shows an increase in ridership among ethnic communities.

Survey results indicate that OCTA Metrolink customer demographics and trips have changed with an increase in ridership among ethnic communities and for non-commute trips. With the diverse and expansive geography of Orange County, the greatest challenge is removing the transit choice rider from their vehicle and converting them into potential new riders. The development and implementation of innovative programs to reach this rider base will be one of the core focuses. In addition to the new programs, the Consultant shall be responsible for maintaining the following ridership programs:

- Customer Communications
Create traditional public information and/or customer communications.
- Special Service
Maintain promotion of the Angels Express if service returns, as well as develop new, targeted station promotions.
- Outreach Programs
Develop new and maintain existing special events that create awareness and usage of Metrolink service through community participation, such as Lunar New Year, Swallows Day Parade, Ocean Festival, Festival of Butterflies, etc. This

provides a unique opportunity to educate and entice reluctant potential riders. Creating partnerships will allow maximum exposure while defraying cost.

- Metrolink Weekends
Develop new and maintain existing Metrolink Weekend service campaigns/promotions to create awareness and usage of Metrolink Weekends service in Orange County, the \$10 Weekend Day Pass and the Kids Ride Free Pass on weekends.
- Evergreen Marketing
Develop fresh, relevant, high-quality branding and timeless content to continue Metrolink awareness
- Deliverables shall include, but are not limited to:
 1. Job-by-job estimate of time and materials needed to complete the assignment, approved by the designated OCTA Principal Marketing Specialist
 2. Marketing plan including strategies, tactics, media recommendations, evaluation criteria, timeline and budget proposal including a draft and final plan
 3. Estimate for each program element, approved by the designated Marketing Program Manager
 4. Execution of online and offline plan elements - Concept, planning, design, layout, web design and programming, and other functions needed to carry out the requirements of the plan
 5. Evaluation of program effectiveness: Concise review of effectiveness of marketing program

Target Markets

- Orange County residents living within 8–10-mile radius of a stations
- Employers and employees working in close proximity to the stations
- College students in close proximity to the stations
- Hispanic and Asian ethnic communities
- Tourists
- General public
- Current bus and rail riders
- Connecting counties (Riverside, Los Angeles)
- Stakeholders/cities with Metrolink stations
- Destinations
- Entertainment venues
- Marketing partners
- Media

Goals and Objectives

The primary goals and objectives of the Rail Marketing Program are to:

- Create awareness and positive perception of rail service
- Encourage trial and repeat use of the train service
- Build ridership
- Educate and inform potential new customers how to ride commuter rail service
- Position train service as a viable transportation option

SCOPES OF SERVICES

As the demographics and communication behaviors of residents of Orange County and those in close proximity to rail stations continue to change, marketing OCTA's rail service is becoming increasingly complex. In order to achieve ridership growth, new transit markets need to be

developed to attract a diverse customer base of prospective riders, as well as new concepts for special event or destination-based rail service.

In an effort to address these changes and implement a comprehensive Rail Marketing Program, OCTA is planning to retain a full-service Consultant to perform various marketing activities. Those bidding as the prime consultant on this RFP are encouraged to sub-contract tasks outside their expertise. Consultant shall provide turnkey marketing programs and be able to act as a prime Consultant in each of the following areas:

- *Integrated, Strategic Marketing Plan Development*

A comprehensive and overarching plan should be developed to serve as a blueprint for the contractual period. The plan should be well thought-out and positioned to guide all marketing efforts to be cohesive and effective in achieving the organizational goals.

- *Marketing & Digital Marketing Campaign Development, Management and Optimization*

Each campaign should include, but not be limited to, the following components to drive traffic, brand awareness, and ridership/sales:

- Campaign goals development and effectiveness tracking
- Identifying target audiences and providing insight to customer behavior
- Developing key campaign messaging and potential offers for campaign success
- Developing strategy for reaching and engaging target audiences
- Developing mixed media campaign consisting of traditional and online media

- *Email, Social Media and Mobile Marketing Strategy Development, Implementation and Optimization*

Research, develop and propose new and innovative digital marketing strategies and tactics through email, social media, and/or mobile to help OCTA retain current customers and acquire new customers. Execute a successful agile marketing plan to improve performance and ROI. Provide systematic solutions to implement, manage and optimize social media platforms as well as analytics to maximize public interaction and engagement.

- *Online and Traditional Media Planning, Buying and Optimization*

Understand where the target audiences live online and offline, develop a flexible and high-quality media plan for each campaign to include targeting endemic and broad reach sites/media as well as niche media/sites with loyal and passionate followings to engage potential customers in a clutter-free, relevant environment. Online media buying and optimization systems and technology are also required to provide real-time analytics data for refining campaigns and discover insights to maximize ROI. In addition to this contract, OCTA has reserved funds for direct media buy.

- *Ethnic Marketing and Translation (Hispanic and Asian)*

Research, develop and implement marketing programs targeting specific ethnic markets in Orange County and surrounding communities. Develop media plans that address where ethnic target audiences live online and offline to meet ridership and sales goals. Provide

translation services for target markets, to include Spanish, Chinese, Korean, Vietnamese, Tagalog and Farsi, as well as other languages per the request of OCTA.

▪ *Print and Digital Creative Development, Design, Copywriting and Production*

Create strategic and innovative design themes and messaging that resonates with campaign target audiences in both online and print formats. Be able to respond quickly to execute creative development through design, copywriting, and production in a timely manner to meet the project deadlines. Consultant shall have the ability to produce, deliver, or accept files from the following software:

- Adobe Creative Cloud (including Photoshop, Illustrator, InDesign)
- High resolution PDF
- Microsoft Office (Word, Excel, PowerPoint)
- Ability for FTP electronic file transfer

▪ *Market and Customer Research, Segmentation Study, Online Survey Design, Implementation and Reporting*

To assist marketing planning and strategy development, identified research needs to gain customer insights and market intelligent information through primary and secondary research and surveys. Use state-of-the-art techniques to design, implement and report appropriate study/survey as needed.

▪ *Web and Mobile Design and Development*

To assist in web and mobile design and execution as necessary, Consultant should have proficiency with web and mobile design, development, testing and deployment. The Consultant should have experience with the Ektron content management system, [ASP.NET](#) 3.5 framework and advance front-end technologies, such as HTML5 and JQuery. In addition, the Consultant should have background in API development with Facebook, Twitter, YouTube, Google Maps and ESRI.

▪ *Video Production*

Produce campaign videos for online and television viewing, to include treatments, script development, casting, filming (using professional equipment and postproduction), editing, sound mixing, musical scoring, and titling, as well as delivery of working files and full-resolution final cuts. Postproduction should use Final Cut Pro 7 or X.

▪ *Photography*

Provide original photography services to support approved marketing plans to showcase OCTA's products and services in a favorable and imaginative way. Photography support should include selection and management of paid models, the ability to provide studio shots on seamless, interior building and/or train shots including people and location shots showcasing various trains. Trains will be static or moving.

• *Collateral Production, Printing, Distribution and Specialty Printing*

Various types of printing projects will require production, distribution, installation and/or removal during this contract term, based on the approved marketing plan developed. Prior to release of all projects for print, a formal estimate will be received and approved by OCTA's project manager. All pieces will require both a laser and digital color proof and, on occasion, it may be necessary to attend a press check. Twenty-five(25) samples should be delivered to OCTA prior to delivery of the entire project. Delivery addresses will vary. Samples are delivered to the OCTA administrative offices in Orange; however, other

pieces may be delivered to various designated mailing houses or the Garden Grove marketing warehouse. Consultant or Consultant's subcontractor should have the following minimum requirements:

- 1- to 6-color lithographic printing
- Digital variable data printing capability, which would include multiple areas of unique information on various sides/pages of the document.
- Standard turnaround on print jobs shall be 5 working days; maximum turn on any one project would be no more than 10 business days from receipt of digital mechanical to delivery.
- Digital press printing for small quantity jobs. Provide short run print projects within a 24-to-48-hour period
- Ability to turn rush jobs in 72 hours or less when needed
- Ability to manage multiple print projects at the same time (could be between 5-10 unique print jobs) in the maximum turn time of 10 business days
- Ability to produce, deliver or accept files from the following software:
 - Adobe Creative Cloud (including Photoshop, Illustrator, InDesign)
 - High resolution PDF
 - Microsoft Office (Word, Excel, PowerPoint)
 - Ability for FTP electronic file transfer

The specifications listed below are similar to the types of projects that may be produced. For comparison purposes, Consultant shall provide both pricing for the below projects and samples similar to the type of work that Consultant/subcontractor has performed. This list does not constitute the actual printing projects that will be required under this contract. All projects will require an approved, signed estimate based on the project specifications.

Typical printing may include, but is not limited to the following:

Metrolink Kiosk Posters

Size: 24" x 36"

Quantity: 25

Color: 4CP + aqueous, one side with full bleeds

Stock: 100# endeavor velvet book

Proofs: Digital Color

Bindery: Trim, wrap, carton pack, and deliver

"Take One" Cards

Size: 3.75" x 9"

Quantity: 50,000

Color: 4CP + aqueous, both sides with full bleeds

Stock: 80# gloss cover

Proofs: Digital Color

Bindery: Trim, band in 50's, carton pack, and deliver

Promotional Interior Cards

Size: 11"h x 24"w

Quantity: 550 (1 page) or 1,100 (2 pages) cards

Color: 4/0 with bleeds all edges

Stock: .018 C1S Card Stock

Proofs: Digital Color

Bindery: Trim to size, carton pack and deliver to Santa Fe Springs, CA

Bus Advertisements

Specialty printing for specific programs may include, but are not limited to, bus exterior advertising, kiosk signage, and vinyl banners. These advertisements shall be printed using 3M IJ46-20 Scotch Cal film with 3M 8509 Scotch Cal over laminate for bus exteriors and 3M IJ67 Perforated window film with 3M 8914 Scotch Cal over laminate for bus exterior windows. The below list of size specifications will include printing, installation and removal on an as-needed basis.

Bus advertising size specifications

- Full Bus Wrap
- King Poster – 30" h x 144" w
- Kong Poster – 36" h x 226" w
- Headliner – 14" h x 372" w
- Ultra-Super King – 96" h x 264" w
- Michelangelo – 48" h x 24" w

PROGRAM MANAGEMENT

OCTA's Principal Marketing Specialist will be the key contact for Consultant and will direct Consultant's work efforts. The Consultant will be responsible for implementing the tasks described in the Scope of Work under the direction of the OCTA Principal Marketing Specialist. The Principal Marketing Specialist will form, and be a part of, an internal project team to assist in providing project direction. All jobs performed by Consultant shall require a cost estimate and the Principal Marketing Specialist's approval before commencing work.

Consultant shall designate a project manager within the Consultant to be the primary liaison with OCTA for day-to-day marketing activities. The project manager will manage written communications through OCTA's online project management system. The project manager shall have the authority to make commitments and decisions that are binding to Consultant. Any changes to Consultant's personnel under this project shall be subject to OCTA's written approval.

LIMITATION ON GOVERNMENTAL DECISIONS

Nothing contained in this scope of work permits Consultant's personnel to authorize or direct any actions, votes, appoint any person, obligate, or commit OCTA to any course of action or enter into any contractual agreement on behalf of OCTA. In addition, Consultant's personnel shall not provide information, an opinion, or a recommendation for the purpose of affecting a decision without significant intervening substantive review by OCTA personnel, counsel, and management

The Consultant will invoice OCTA for services rendered on a monthly basis.

DEFINITIONS OF JOB FUNCTIONS

To support the services listed, a list of job functions and a brief description that may be required, but not limited to following:

Market Research Manager – Gathers and analyzes qualitative and quantitative data in preparation of promotional campaigns for the client to identify and assess changing behaviors in the marketplace.

Market Research Analyst – Responsible for providing assistance to the Market Research Manager in all phases of the marketing research process from project conception to client presentations.

Account Planning & Research – Ensures that all strategic initiatives “work” by contributing to the strategic process through marketing plan development, brief generation; market trend research, implementation and analysis; intelligence support, etc.

Account Manager – Primarily responsible for the initiation and execution of all marketing, creative, media, and research projects for the brands. Maintains strong, lasting client relationships based on progress in achieving client’s marketing objectives.

Account Coordinator – Assists Account Manager in maintaining the day-to-day services of the projects and accounts assigned.

Creative Director – Experienced specialist in either art or copy, supervises a group of creative staff to produce outstanding creative work.

Art Director – Formulates concepts and executes layout designs for artwork and copy to be presented by visual communications.

Production Manager – Works directly with creative staff to identify and coordinate needed materials for the production of given tactics and manages their production.

Traffic Manager – Acts as a liaison between Account Services and all other departments. Supervises, coordinates and ensures the on-time and orderly flow of all advertising from job initiation to its release and billing.

Concept Development – Creation of conceptual designs and solutions based on approved marketing plan.

Design & Layout – Execution of approved conceptual design based on customer feedback.

Computer Production – Final computer layout and revisions through mechanical release for production.

Photo Manipulation/Retouching – Computer manipulation of photographs to attain marketing goals.

Illustration – Creation of images based on traditional or computer-generated illustrative methods.

Copywriter – Responsible for the total creative product in direct mail, print or broadcast media; produces bold, strategic, persuasive messages in all media.

Proofreader – Responsible for reviewing all projects to ensure accuracy of the written word and visual message. Ensures that all tactics within a marketing campaign carry a consistent message.

Social Media Manager – A digital-savvy communications professional with experience designing and executing social media for brands. Develops and executes innovative social media marketing

programs for clients that effectively “break through the noise” and connect with participants by delivering value.

Social Media Specialist – Develop and maintain comprehensive social media strategies that define how social media marketing techniques will be applied to increase visibility and traffic across clients’ brands and products.

e-Marketing Specialist – Works to expand social media marketing services and online content strategies for clients—whether in social networks or by finding creative, new ways to tell stories on clients’ Web sites or other Web properties.

Web Designer – Responsible for the development and execution of creative concepts for leading edge marketing and web solutions.

Web Programmer – Converts project specifications and statements to detailed logical charts for coding into computer language.

Photo/Video Supervision – Oversees photographer or videographer to ensure integrity of the concept is captured in the visual medium.

Photographer – Creates original photography based on set parameters. Understanding that photographers bill by day rate or ½ day rate, provide hourly rate based on this pricing for pricing comparison.

Videographer – Shoots original video footage based on a set of parameters, then edits to a full-length video. Understanding that videographers bill by day rate or ½ day rate, provide hourly rate based on this pricing in order for pricing comparison.

Media Planning & Buying – Responsible for all media activities on a group of accounts; develops the media plan; selects media to achieve a given sales objective within a predetermined budget; supervises others; has professional and client contact. Responsible for the negotiation and placement of all media for existing clients and new business, in addition to making special recommendations to be presented to the client and key account management personnel.

Translation – Provides translation services of marketing projects, either in-house or through a subcontractor. Responsible for proofreading and validating the integrity of the translation provided.

Accounting / Billing Clerk – Gathers information from a variety of sources to compile and prepare customer charges for billing purposes.

EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET

REQUEST FOR PROPOSALS (RFP) 3-2341

Enter below the proposed hourly rate(s) to perform work described in the Scope of Work, Exhibit A. Prices shall be fully burdened rates to include hourly rate, general and administration, overhead and profit. Understanding that firms have different titles for specific job functions, please see Attachment No. 1 to Exhibit A for a list of descriptions for each job function as defined by OCTA and provide the cost for the description that your firms job function best fits.

Key Personnel

<i>Job Function</i>	<i>Name</i>	Initial Term Hourly Rate Effective through 7/31/23	Option Term Hourly Rate Effective 8/1/24 – 7/31/25
Account Manager		\$	\$
Art Director		\$	\$
Graphic Designer		\$	\$
Creative Director		\$	\$
Account Coordinator		\$	\$
Production Manager		\$	\$

	Initial Term	Option Term
Job Function	Effective through 7/31/23	8/1/24 through 7/31/25

OTHER LABOR

Market Research Manager	_____	_____
Market Research Analyst	_____	_____
Account Planning & Research	_____	_____
Account Manager	_____	_____
Account Coordinator	_____	_____
Creative Director	_____	_____
Art Director	_____	_____
Production Manager	_____	_____
Traffic Manager	_____	_____
Concept Development	_____	_____
Design & Layout	_____	_____
Computer Production	_____	_____

Photo Manipulation/Retouching	_____	_____
Illustration	_____	_____
Copywriter	_____	_____
Proofreader	_____	_____
Social Media Manager	_____	_____
Social Media Specialist	_____	_____
e-Marketing Specialist	_____	_____
Web Designer	_____	_____
Web Programmer	_____	_____
Photo/Video Supervision	_____	_____
Photographer	_____	_____
Videographer	_____	_____
Media Planning & Buying	_____	_____
Translation	_____	_____
Accounting / Billing Clerk	_____	_____

1. I acknowledge receipt of RFP 3-2341 and Addenda No.(s) _____.
2. This offer shall remain firm for _____ days from the date of proposal.
(Minimum of 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

FACSIMILE # _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

DATE SIGNED _____

EXHIBIT C: PROPOSED AGREEMENT

1 **AGREEMENT NO. C-3-2341**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 _____
6 **THIS AGREEMENT** is effective this ____ day of _____ 2023 ("Effective Date"), by
7 and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184,
8 Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to as
9 "AUTHORITY, and _____ (hereinafter referred to as "CONSULTANT").

10 **WITNESSETH:**

11 **WHEREAS**, AUTHORITY requires assistance from CONSULTANT to provide assistance with
12 AUTHORITY's rail marketing and ridership program on an as-needed basis with no guarantee of usage;
13 and

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

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

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

18 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CONSULTANT
19 as follows:

20 **ARTICLE 1. COMPLETE AGREEMENT**

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

26 B. AUTHORITY's failure to insist in any one or more instances upon CONSULTANT's

EXHIBIT C

performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance or to future performance of such 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 AUTHORITY except when specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

ARTICLE 2. AUTHORITY DESIGNEE

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

ARTICLE 3. SCOPE OF WORK

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

B. 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 AUTHORITY, 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 AUTHORITY. Should the services of any key person become no longer available to CONSULTANT, the resume and qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key person, unless CONSULTANT is not provided with such notice by the departing employee. AUTHORITY

1 shall respond to CONSULTANT within seven (7) calendar days following receipt of these qualifications
2 concerning acceptance of the candidate for replacement.

3 **ARTICLE 4. TERM OF AGREEMENT**

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

7 B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement up to an
8 additional twelve (12) months, commencing July 1, 2024, and continuing through
9 August 31, 2025 (Option Term), and thereupon require CONSULTANT to continue to provide
10 services, and otherwise perform, in accordance with Exhibit A, entitled "Scope of Work," and at the rates
11 set forth in Article 5, Payment.

12 C. AUTHORITY's election to extend the Agreement beyond the Initial Term shall not
13 diminish its right to terminate the Agreement for AUTHORITY's convenience or CONSULTANT's default
14 as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period
15 extending through August 31, 2025, which period encompasses the Initial Term and Option Term.

16 **ARTICLE 5. PAYMENT**

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

20 B. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to
21 the work actually completed by CONSULTANT. Drive time may not be charged to AUTHORITY. Work
22 completed shall be documented in a monthly progress report prepared by CONSULTANT, which shall
23 accompany each invoice submitted by CONSULTANT. AUTHORITY shall pay CONSULTANT at the
24 hourly labor rates specified in Exhibit B, entitled "Price Summary Sheet," which is attached to and by this
25 reference, incorporated in and made a part of this Agreement. These rates shall remain fixed for the term
26 of this Agreement and are acknowledged to include CONSULTANT's overhead costs, general costs,

EXHIBIT C

1 administrative costs and profit. CONSULTANT shall also furnish such other information as may be
2 requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY
3 may decline to make full payment until such time as CONSULTANT has documented to AUTHORITY's
4 satisfaction that CONSULTANT has fully completed all work required. AUTHORITY's payment in full shall
5 constitute AUTHORITY's final acceptance of CONSULTANT's work.

6 C. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in
7 duplicate to AUTHORITY's Accounts Payable office. CONSULTANT may also submit invoices
8 electronically to AUTHORITY's Accounts Payable Department at vendorinvoices@octa.net. Each invoice
9 shall be accompanied by the monthly progress report specified in paragraph B of this Article.
10 AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each
11 invoice. Each invoice shall include the following information:

- 12 1. Agreement No C-3-2341;
- 13 2. Specify the effort for which the payment is being requested;
- 14 3. The time period covered by the invoice;
- 15 4. Labor (staff name, hours charged, hourly billing rate, current charges, and
16 cumulative charges) performed during the billing period;
- 17 5. Total monthly invoice (including project-to-date cumulative invoice amount);
- 18 6. Itemized expenses including support documentation incurred during the billing
19 period;
- 20 7. Monthly Progress Report;
- 21 8. Certification signed by the CONSULTANT or his/her designated alternate that a)
22 The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup
23 information included with the invoice is true, complete and correct in all material respects; c) All payments
24 due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to
25 subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The
26 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 AUTHORITY to substantiate the validity of an invoice.

ARTICLE 6. MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CONSULTANT mutually agree that AUTHORITY's maximum cumulative payment obligation (including obligation for CONSULTANT's profit) shall be _____ Dollars (\$_____.00) 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:

To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Yvette Crowder

Title:

Title: Senior Contract Administrator

Phone:

Phone: (714) 560 - 5616

Email:

Email: ycrowder@octa.net

ARTICLE 8. INDEPENDENT CONSULTANT

A. CONSULTANT's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. CONSULTANT's personnel performing services under this Agreement shall

EXHIBIT C

1 at all times be under CONSULTANT's exclusive direction and control and shall be employees of
2 CONSULTANT and not employees of AUTHORITY. CONSULTANT shall pay all wages, salaries and
3 other amounts due its employees in connection with this Agreement and shall be responsible for all
4 reports and obligations respecting them, such as social security, income tax withholding, unemployment
5 compensation, workers' compensation and similar matters.

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

10 **ARTICLE 9. INSURANCE**

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

14 1. Commercial General Liability, to include Products/Completed Operations,
15 Independent Contractors', Contractual Liability, Advertising and Personal Injury Liability, and Property
16 Damage with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate and
17 \$2,000,000 Products/Completed Operations aggregate;

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

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

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

24 5. Professional Liability with minimum limits of \$1,000,000 only if the CONSULTANT
25 is required by contract or law to be licensed or specially certified and AUTHORITY is relying on
26 performance based on that specialty license or certification.

EXHIBIT C

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

9 C. CONSULTANT shall include on the face of the certificate of insurance Agreement
10 Number C-3-2341 and, the Senior Contract Administrator's Name, Yvette Crowder.

11 D. CONSULTANT shall also include in each subcontract, the stipulation that subcontractors shall
12 maintain insurance coverage in the amounts required of CONSULTANT as provided in the Agreement.
13 Subcontractors will be required to include AUTHORITY as additional insureds on the Commercial
14 General Liability, and Auto Liability insurance policies.

15 E. Insurer must provide AUTHORITY with at least thirty (30) days' prior notice of cancellation or
16 material modification of coverage, and ten (10) days' prior notice for non-payment of premium.

17 **ARTICLE 10. ORDER OF PRECEDENCE**

18 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:
19 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of
20 RFP 3-2341; (3) CONSULTANT's proposal dated _____; and (4) all other documents, if any, cited
21 herein or incorporated by reference.

22 **ARTICLE 11. CHANGES**

23 By written notice or order, AUTHORITY may, from time to time, order work suspension and/or
24 make changes in the general scope of this Agreement, including, but not limited to, the services furnished
25 to AUTHORITY by CONSULTANT as described in the Scope of Work. If any such work suspension or
26 change causes an increase or decrease in the price of this Agreement, or in the time required for its

1 performance, CONSULTANT shall promptly notify AUTHORITY thereof and assert its claim for
2 adjustment within ten (10) calendar days after the change or work suspension is ordered, and an
3 equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONSULTANT
4 from proceeding immediately with the Agreement as changed.

5 **ARTICLE 12. DISPUTES**

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

12 B. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with
13 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,
14 CAMM. Nothing in this Agreement, however, shall be construed as making final the decision of any
15 AUTHORITY official or representative on a question of law, which questions shall be settled in
16 accordance with the laws of the State of California.

17 **ARTICLE 13. TERMINATION**

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

23 B. In the event either Party defaults in the performance of any of their obligations under this
24 Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the
25 option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Upon
26 receipt of such notice, CONSULTANT shall immediately cease work, unless the notice from AUTHORITY

EXHIBIT C

1 provides otherwise. Upon receipt of the notice from AUTHORITY, CONSULTANT shall submit an invoice
2 for work and/or services performed prior to the date of termination. AUTHORITY shall pay
3 CONSULTANT for work and/or services satisfactorily provided to the date of termination in compliance
4 with this Agreement. Thereafter, CONSULTANT shall have no further claims against AUTHORITY under
5 this Agreement. AUTHORITY shall not be liable for any claim of lost profits or damages for such
6 termination.

7 **ARTICLE 14. INDEMNIFICATION**

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

15 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

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

Subcontractor Name/AddressesSubcontractor Functions**ARTICLE 16. AUDIT AND INSPECTION OF RECORDS**

CONSULTANT shall provide AUTHORITY, or other agents of AUTHORITY, such access to CONSULTANT's accounting books, records, payroll documents and facilities, as AUTHORITY 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 AUTHORITY. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors identified in Article 15 of this Agreement. 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

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

B. If the AUTHORITY determines that CONSULTANT, its employees, or subcontractors are subject to disclosure requirements under the Political Reform Act (Government Code section 81000 et seq.), CONSULTANT and its required employees and subcontractors shall complete and file Statements of Economic Interest (Form 700) with the AUTHORITY's Clerk of the Board disclosing all required financial interests.

ARTICLE 18. CODE OF CONDUCT

CONSULTANT agrees 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. CONSULTANT agrees to include these requirements in all of its subcontracts.

ARTICLE 19. PROHIBITION ON PROVIDING ADVOCACY SERVICES

CONSULTANT and all subcontractors performing work under this Agreement, shall be prohibited from concurrently representing or lobbying for any other party competing for a contract with AUTHORITY, either as a prime Contractor or subcontractor. Failure to refrain from such representation may result in termination of this Agreement.

ARTICLE 20. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 22. PROHIBITED INTERESTS

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

/

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 AUTHORITY. Copies may be made for CONSULTANT's records but shall not be furnished to others without written authorization from AUTHORITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by AUTHORITY.

B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any purposes other than the performance under this Agreement, nor be disclosed to an entity not connected with the performance of the project. CONSULTANT shall comply with AUTHORITY'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 AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without the express written consent of AUTHORITY.

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

ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT

A. In lieu of any other warranty by AUTHORITY 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 AUTHORITY on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any

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

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

17 **ARTICLE 25. FINISHED AND PRELIMINARY DATA**

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

26 B. It is expressly understood that any title to preliminary technical data is not passed to

EXHIBIT C

1 AUTHORITY but is retained by CONSULTANT. Preliminary data includes roughs, visualizations,
2 software design documents, layouts and comprehensives prepared by CONSULTANT solely for the
3 purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given
4 for preparation of finished artwork. Preliminary data title and right thereto shall be made available to
5 AUTHORITY if CONSULTANT causes AUTHORITY to exercise Article 13, and a price shall be
6 negotiated for all preliminary data.

7 **ARTICLE 26. HEALTH AND SAFETY REQUIREMENT**

8 CONSULTANT shall comply with all the requirements set forth in Exhibit __, Level 1, Safety
9 Specifications.

10 **ARTICLE 27. LIMITATION ON GOVERNMENTAL DECISIONS**

11 CONSULTANT shall not make, participate in making, or use its position to influence any
12 governmental decisions as defined by the Political Reform Act, Government Code section 8100 et seq.,
13 and the implementing regulations in Title 2 of the California Code of Regulations section 18110 et seq.
14 CONSULTANT's personnel performing services under this Agreement shall not authorize or direct any
15 actions, votes, appoint any person, obligate, or commit AUTHORITY to any course of action or enter into
16 any contractual agreement on behalf of AUTHORITY. In addition, CONSULTANT's personnel shall not
17 provide information, an opinion, or a recommendation for the purpose of affecting a decision without
18 significant intervening substantive review by AUTHORITY personnel, counsel, and management.

19 **ARTICLE 28. FORCE MAJEURE**

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

1 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-3-2341 to be
2 executed as of the date of the last signature below.

3 **CONTRACTOR**

ORANGE COUNTY TRANSPORTATION AUTHORITY

4
5 By: _____

By: _____

6 Georgia Martinez, Department Manager
7 Contracts and Procurement

8 **APPROVED AS TO FORM:**

9
10 By: _____

11 James M. Donich
12 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.

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

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: SAFETY SPECIFICATIONS

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements; each Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be applied for the safeguard of public and employees.

1.2 REGULATORY

- A. Injury/Illness Prevention Program
The Contractor shall comply with CCR Title 8, Section with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier contractors, suppliers, and vendors. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- B. Substance Abuse Prevention Program

Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

C. Heat Illness Prevention Program

Contractor shall comply with CCR Title 8, Section, Section 3395, Heat Illness Prevention. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

D. Hazard Communication Program

Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable chemical products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

- a. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

E. Storm Water Pollution Prevention Plan

The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements. The program or plan if required by scope shall be provided to the Authority's Project Manager, upon request, within 72 hours.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:

1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
3. Incidents impacting the environment, i.e. spills or releases on Authority projects or property.
4. Outside Agency Inspections; agencies such as Cal/OSHA, DTSC, SCAQMD, State Water Resources Control Board, FTA, CPUC, EPA, USACE and similar agencies.

B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work. An immediate verbal notice followed by an initial written incident investigation report shall be submitted to the Authority's Project Manager within 24 hours of the incident.

- C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos of the incident area, detailed description of what happened, Photos of the existing conditions and area of the injury/incident, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury, copy of Cal/OSHA 300 log of work related injuries and illnesses, the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.
- D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.
1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
 2. Serious Incident: includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.
 3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.
 4. Significant Near Miss Incident: includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

- A. Upon contract award, the contractor within 10 business days shall designate a health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.

- B. This person shall be a competent or qualified individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards (Cal/OSHA) and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.

1.5 PERSONAL PROTECTIVE EQUIPMENT

- A. The Contractor, its subcontractors, suppliers, and employees are required to comply with applicable personal protective equipment (PPE) requirements while performing work at any Authority project or property. Generally minimum PPE requirements include eye protection; hearing protection, head protection, class 2 or 3 safety reflective vests, and appropriate footwear.
- B. The Contractor, its subcontractors, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects or property. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

1.6 REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. FCR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. Construction Industry Institute (CII)
- E. OCTA Yard Safety Rules

END OF SECTION

EXHIBIT F: 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:
