

REQUEST FOR PROPOSALS (RFP) 3-2721

OC BUS MARKETING PROGRAM



ORANGE COUNTY TRANSPORTATION AUTHORITY

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

Key RFP Dates

Issue Date:	October 11, 2023
Question Submittal Date:	October 19, 2023
Proposal Submittal Date:	November 7, 2023
Interview Date:	November 21, 2023

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October 10, 2023

NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP 3-2721: "OC BUS MARKETING PROGRAM"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to develop an OC Bus marketing program on an as-needed basis. The budget for this project is \$220,000 for a two-year 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 November 7, 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 3-2721**" 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 3-2721, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u>	<u>Commodity:</u>
Marketing, Advertising & Media Services	Advertising Audio / Video Production Services Complete Communications Marketing Services Copywriting Services Direct Mail Services Graphic Arts Design Services (Not Printing) Photography Services Mailhouse Services Video Production Web Page Graphic Design Printing and Related Services
Printing & Reproduction Services	
Services (General)	Language Translator/Interpreter Services

The Authority has established November 21, 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 consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (email) 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 email at ycrowder@octa.net no later than 4:30 p.m., on October 19, 2023.
- b. Requests for clarifications, questions, and comments must be clearly labeled, "Written Questions RFP 3-2721", in the subject line of the email. 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 October 24, 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 subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category:

Marketing, Advertising & Media
Services

Printing & Reproduction

Commodity:

Advertising
Audio / Video Production
Services Complete
Communications Marketing
Services
Copywriting Services
Direct Mail Services
Graphic Arts Design Services
(Not Printing)
Photography Services
Mailhouse Services
Video Production
Web Page Graphic Design
Printing and Related Services

Services
Services (General)

Language
Translator/Interpreter Services

Inquiries received after 4:30 p.m. on October 19, 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 November 7, 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 3-2721**” 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 contract with fully-burdened labor 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 two (2) years.

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 subconsultants) 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 thirty (30) days after the execution of the Agreement, annually thereafter for the duration of the Agreement, and within thirty (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.

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 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 tasks 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 (Exhibit F) must be included in the original proposal submitted by the Offeror. If no technical or contractual exceptions and/or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form (Exhibit F) 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 for each work task 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 Agreement resulting from this solicitation, if awarded, will be a time and expense contract with fully burdened labor rates and anticipated expenses for work specified in the Scope of Work, included in the RFP as Exhibit A.

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 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.

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; quality of samples provided.
- 4. Cost and Price 20%**

Reasonableness of 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 November 21, 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 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 OC BUS MARKETING 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 countywide bus system operates more than 50 routes.

The goal of the OC Bus Marketing Program is to retain existing customers, as well as to increase overall ridership through increased customer trips and induced trial usage among non-riders. OCTA is looking for a firm to develop marketing campaigns to target existing riders and new customers for more frequent and trial use and develop an innovative approach to generate interest.

OCTA is looking for a firm with proven experience with the following:

- Strategic marketing plan development
- Marketing and digital marketing campaign development; email management and optimization; 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
- Photography, collateral production, printing, distribution, specialty printing, and other promotional items as required

BACKGROUND

Ridership Trends:

During the past decade, transit ridership has been declining, mirroring regional and national trends. The change in ridership levels has been exacerbated by the coronavirus (COVID-19 or pandemic) stay-at-home orders, which dramatically changed travel patterns. Bus ridership significantly declined in Orange County and other areas during the pandemic. OC Bus ridership decreased from approximately 125,000 average weekday boardings before the pandemic to the low 30,000s in April 2020. Ridership has been steadily increasing. As of May 2023, ridership has reached about 85% of pre-pandemic level compared to same period of the previous year.

COVID-19 has affected transit travel patterns and demand levels. In 2022, OCTA conducted the Making Better Connections Study, a redesign of the OC Bus network to

align service plans with emerging transit demand and travel patterns. Transit performance, ridership, countywide multimodal travel trends, and customer input were evaluated to form the basis for the initial service recommendations. The final study recommendations better aligned transit services with changing travel patterns, specifically when and where people are traveling. The changes focus on service primarily in the central core area where resources would support additional ridership and improved productivity and may take up to 24 months to implement.

Customer and Market Insights:

The 2018 OC Bus On-Board survey revealed key demographic¹ factors of OC Bus customers. Most of our customers are Hispanic or Latino (62%) with a household income below \$30,000 (61%). One-third is comprised of people aged 13-24, and more than 50% are between 25 and 59. According to the 2014 Bus Customer Satisfaction Survey, more than half of riders take the bus to work, followed by college (13%), shopping (8%), personal errands (8%), and doctor appointments (7%).

Based on the current customer profile and to ensure cost-effectiveness, marketing programs and campaigns will be designed to retain current customers and target high-propensity segments such as Hispanics, Vietnamese, students, commuters, and those with household income below \$35,000 with grassroots outreach & promotions. To further understand the potential size of the high-propensity market segments, an analysis was conducted utilizing market data provided by Claritas² that shows numbers of the population/household numbers of our primary target groups by city.

High OC Bus Ridership Potential Market Segments³

HIGH PROPENSITY SEGMENTS	POPULATION	% OF POPULATION
Hispanic/Latino	1,110,246	35%
Asian	663,640	21%

¹ Source: 2018 OC Bus Onboard Customer Intercept Survey

² Data Source: Claritas Pop-Facts Demographics. The Pop-Facts demographic profile is a supplemental dataset that includes approximately 100, 250, or 500 data elements that describe the demographic characteristics of your community at the state, county and zip code or census tract level. Claritas annual estimates use other sources, in addition to US Census data, to provide more detailed estimates.

³ Data Source: Claritas Pop-Facts Demographics. The Pop-Facts demographic profile is a supplemental dataset that includes approximately 100, 250, or 500 data elements that describe the demographic characteristics of your community at the state, county and zip code or census tract level. Claritas annual estimates use other sources, in addition to US Census data, to provide more detailed estimates.

Age 10-24	623,695	19%
Household Income < \$35k	186,985	18%
Occupied Housing Units: No Vehicles	43,423	4%

3. City Level Demographic Information on High Potential Market Segments for Bus Ridership³

City	Total Population	Hispanic/Latino	Asian	Age 10-24	% of Population Foreign Born	Household Income <\$35k	Occupied Housing Units: No Vehicles
Aliso Viejo	52,945	9,537	9,191	10,338	22%	2,020	606
Anaheim	379,222	208,152	65,874	77,977	37%	24,058	5,902
Brea	44,863	11,789	11,574	8,250	20%	2,318	538
Buena Park	83,139	34,915	25,505	16,144	38%	5,038	1,193
Capistrano Beach	7,148	1,277	243	1,067	22%	515	163
Corona Del Mar	12,689	639	729	1,534	10%	656	234
Costa Mesa	117,813	44,032	10,418	21,403	24%	7,844	1,634
Cypress	49,835	9,341	18,741	9,376	29%	2,145	404
Dana Point	27,090	4,379	1,019	3,761	18%	1,913	375
Foothill Ranch	11,173	1,474	2,953	2,540	15%	251	47
Fountain Valley	57,934	8,275	22,579	9,846	30%	3,302	822
Fullerton	144,502	52,420	38,190	30,203	31%	9,886	2,514
Garden Grove	181,521	68,826	74,582	35,346	48%	12,143	2,323
Huntington Beach	200,147	35,668	25,096	32,939	17%	11,940	2,574
Irvine	260,857	25,870	114,361	56,425	41%	15,476	3,425
La Habra	70,355	39,981	8,885	13,842	28%	3,975	810
La Palma	16,429	3,115	7,957	2,915	28%	711	195
Ladera Ranch	31,332	5,213	5,266	7,058	17%	679	248
Laguna Beach	25,579	1,898	2,084	3,576	21%	1,609	349
Laguna Hills	29,340	6,556	4,081	5,160	26%	1,347	427
Laguna Niguel	66,767	10,173	6,246	12,077	21%	3,158	488
Laguna Woods	17,195	1,175	2,721	254	23%	4,101	1,301
Lake Forest	64,450	20,098	9,703	11,616	25%	3,197	660
Mission Viejo	97,576	18,516	9,986	17,469	19%	4,104	1,005
Newport Beach	77,780	6,592	6,947	12,385	12%	4,985	1,141
Orange	148,327	61,106	18,803	30,294	25%	7,721	1,614
Placentia	54,292	20,434	9,409	10,567	24%	2,493	546
Rancho Santa Margarita	45,850	10,207	5,492	10,142	18%	2,054	491
San Clemente	75,708	13,253	3,266	16,606	12%	3,690	798
San Juan Capistrano	38,642	15,081	1,476	7,349	23%	2,409	590
Santa Ana	362,256	268,942	42,142	79,355	42%	19,808	4,761
Seal Beach	25,301	2,716	3,113	2,660	16%	3,832	1,207
Stanton	31,900	15,213	9,250	6,395	43%	2,356	526
Trabuco Canyon	33,391	3,406	2,609	7,876	23%	492	144
Tustin	86,186	34,925	20,365	16,888	33%	4,853	1,026
Villa Park	5,905	757	942	968	23%	177	22
Westminster	93,644	23,088	47,740	17,173	46%	7,513	1,602
Yorba Linda	71,273	11,207	14,102	13,921	19%	2,216	718
Grand Total	3,200,356	1,110,246	663,640	623,695	29%	186,985	43,423

As stated above, the development and implementation of innovative programs to retain current customers and target high-propensity segments will be the core focuses. The selected firm will be responsible for developing and assisting with the various marketing programs. Below outlines the goals and strategies, target audiences and descriptions of each program.

GOALS AND STRATEGIES

- Create and implement customer retention programs to enhance OC Bus customer loyalty and riding frequency.

- Design and conduct grassroots marketing and outreach programs to educate customers about how to ride and the benefits of riding OC Bus.
- Promote special fare/pass programs and core/improved routes to retain current riders and attract new customers.
- Strategically select and target high-propensity market segments with cost-effective marketing programs.
- Support OCTA's ridership initiatives through strategic marketing and communications.
- Pivot when needed to accommodate new and different directions

TARGET AUDIENCES

OCTA currently has special programs for youth, students, employers, and seniors with a strong online communications infrastructure to maintain and facilitate these programs and provide an effective platform for dissemination of bus information and promotions. Riding the bus remains affordable with competitive pricing options that include paying as you go (\$2 per boarding, \$5 for an onboard day pass, or \$4.50 when purchasing via OC Bus mobile app) or purchasing a multi-day pass for cost savings. In addition, OCTA's strong retail pass network provides customers easy access to pass purchasing at all Orange County Ralphs, Vons, Pavilions, and Northgate (Hispanic) markets.

- **Current OC Bus Customers**

A quote from well-known customer service and customer experience advocate Bill Quiseng encourages organizations to "work as hard to keep a customer as you do to find a new one." Other statistics also indicate that winning a customer is good for business, but keeping one is even better:

- It is six to seven times more expensive to attract a new customer than it is to retain an existing one.
- The probability of selling to an existing customer is up to 14 times higher than the probability of selling to a new customer. – Marketing Metrics: The Definitive Guide to Measuring Marketing Performance.
- If satisfied by the customer experience, 73% of consumers will recommend a brand to others, and 46% say they will trust that brand's products and services above all others. – SDL Global CX Wakeup Call Report.

According to the 2014 Customer Satisfaction Survey, 30% of respondents were relatively new to bus service, with less than one year of ridership. More than one-third of respondents have used bus service for at least seven years. To retain new customers and reward long-time users, OCTA is in the process of developing and implementing customer loyalty programs to strengthen customer relations and retention in 2023.

- **People who live/work within a quarter mile of OC Bus routes that match the following criteria**
 - Hispanics
 - Asians
 - Household income below \$30,000

According to the Pew Research Center, while there are few racial and ethnic differences in public transit use among non-urban residents, there are substantial differences when looking at only those living in urban areas. Among urban residents, 34% of blacks and 27% of Hispanics report taking public transit daily or weekly, compared with only 14% of whites. According to 2018 U.S. Census data, the population of Orange County is about 35% Hispanic and about 21% Asian. Both groups are expected to increase in number.

In addition, foreign-born urban residents are more likely than urban dwellers born in the U.S. to regularly use public transportation (38% vs. 18%); 29% of Orange County's population was born outside of the United States. According to OCTA's 2018 OC Bus Onboard Intercept Survey, approximately 61% of OC Bus customers are Hispanic and 12% are Asian.

While the same marketing strategies can be applied to both Hispanic and Asian markets, it is essential to conduct marketing outreach in the preferred language of the targeted customers and to develop culturally relevant campaigns that go beyond language. Most importantly, marketing tactics and messages must be tailored to match the ways ethnic and lower-income groups consume media and receive information. For example, marketing tactics could be more grassroots and personal to help overcome language barriers and fear of changing behaviors. An enhanced, refreshed and expanded new in-person travel training program is proposed in the FY 2020-21 budget workplan.

- **Students/Schools:**
 - High schools
 - Colleges/Universities

Youth Ride Free Program

Orange County youth is able to ride free on OC Bus under OCTA's Youth Ride Free Program. This program was approved in 2021 with grant approvals from Caltrans and the California Air Resources Board (CARB), which funded the pass through California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment, particularly in disadvantaged communities.

College Pass Program

According to APTA's research study on millennials (age 18-32) and mobility, millennials are multimodal versus car-centric in that they choose the best

transportation mode (driving, transit, bike, or walk) based on the trip they plan to take. To attract this market, OCTA developed the College Pass Program to allow enrolled community college students to travel free on any OC Bus fixed route and help students access higher education, employment and recreational opportunities. The first of its kind in Orange County, the shared-cost program launched in 2017 and by 2022, all Orange County community colleges were onboard.

- **Seniors: Age 60+**

OCTA offers a discounted senior fare of \$1.50/day for those age 60 and above. Under the new traveling training program, OCTA will provide grassroots outreach and education to seniors with a focus on those in the targeted ethnic groups.

- **Commuters/Employers in the hospitality industry**

According to the 2014 Bus Customer Satisfaction Survey, more than half of riders take the bus to work, followed by college (13%), shopping (8%) and doctor appointments (7%).

Positioned as a transportation benefit program offered by employers, OCTA's E-Pass program offers employees a convenient way to purchase annual bus passes at work and get great savings by paying only for the rides taken at the lowest rate at \$1.25 per ride. Currently, 18 employers with 1,385 employees participate in the E-Pass program. Twelve of the 18 employers are hotels. A growth opportunity exists if OCTA can improve and streamline the current program to make it easier for employers to administer and conduct payroll deduction. New programs along with marketing/promotion are proposed in the FY 2020-21 Budget Work Plan.

SCOPE OF SERVICES

As the demographics and communication behaviors in Orange County residents continue to evolve, marketing OC Bus service is becoming increasingly complex. In order to address churn and grow ridership, new concepts for current customer retention need to be developed alongside targeted campaigns to attract prospective riders.

To address these changes and implement a comprehensive OC Bus marketing program, OCTA is planning to retain a full-service firm (Prime Contractor) to perform various marketing activities. Those bidding as the prime contractor on this RFP are encouraged to subcontract tasks outside their expertise. Applicants should have knowledge of and be able to act as a prime contractor or employ the services of a subcontractor 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 of time. 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 aid in driving traffic, building brand awareness, and increase ridership and 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 solution 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 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 campaign and discover insights to maximize ROI. In addition to this contract, OCTA has some reserved funds for direct media buys.

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

Research, develop and implement marketing programs targeting specific ethnic markets in Orange County. Develop media plans that reflect where ethnic target audiences live online and offline to meet ridership and sales goals. Provide translation services for target markets, including Spanish, Vietnamese, Korean and Chinese, as well as other languages as requested by OCTA.

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

Create strategic and innovative design theme and message that resonate 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. Firm shall have the ability to produce, deliver, accept, or share files from the following software:

- Adobe Creative Suite (including Photoshop, Illustrator, InDesign)
- Ability to transfer files via cloud-based solutions

- *Market and Customer Research, Segmentation Studies, Online Surveys, 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.
- *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 bus shots including people and location shots showcasing various buses. Buses will either be static or moving.
- *Printing and Fulfillment Services*
Various types of printing projects will require production, distribution, installation and/or removal during the course of 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. Firms or firm subcontractor should have the following minimum requirements:

Traditional Lithography Printing

- 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.
- Ability to turn rush jobs in 72 hours or less when needed
- Ability to print and distribute direct mail projects from door hangers, variable data in-home delivery and USPS Every Door Direct Mail with quantities ranging from 30,000 to 120,000
- Ability to provide mail house services such as distribution of mailed direct mail print pieces, receipt and fulfillment of direct mail offers, procure mailing lists, input customer survey data (data processing)
- Ability to produce, deliver, accept or share files from the following software:
 - Adobe Creative Suite (including Photoshop, Illustrator, InDesign)
 - Ability to transfer files via cloud-based solutions

Specialty Printing

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 specifications identified in the scope of work, installed, and removed on an as-needed basis.

Bus advertising size specifications

- Full Bus Wrap (See attached templates for size specifications)
- Tail Wrap – 96”h x 100”w
- Tail Poster – 21”h x 72”w
- 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
- Ultra Square – 96”h x 112”w
- Michelangelo – 48”h x 24”w

Material Specifications for bus advertising graphics:

- Exterior materials for application to body paint:
 - 3M IJ46 Scotch Cal film
 - 3M 8509 Scotch Cal over laminate
- Exterior materials for application to windows:
 - 3M IJ64 Perforated window film
 - 3M 8914 Scotch Cal over laminate

COST ANALYSIS

The specifications listed below are similar in nature to the types of projects that may be produced. For comparison purposes, Offeror shall provide both pricing for the below projects and samples similar to the type of work your firm/subcontractor has performed. This list does not constitute the actual design or print projects that will be required under this contract but provides OCTA’s evaluation committee a basis of comparison.

Creative Development

Assuming Consultant was provided background information and research data needed, provide costs for producing a campaign to promote ridership in a specific city area. The promotion would focus on specific routes in the city the goal would be to generate more ridership on those routes. Please provide costs based on the following:

Planning & Concept Development

Review research to pull key insights, formulate a cohesive, consistent marketing strategy supporting the objectives. Provide 2-3 creative concepts to reflect some of the tactics being recommended.

Individual Components

Copy writing, design & layout of approved concepts through final production for the following components. Assume photography would be provided separately.

- Direct Mail: Postcard style, two (2) sided, would include a simple route map illustration.

- Interior Bus Card
- Exterior Bus Ad (Ultra Super King)
- Facebook Ads (both static and animated)

Printed Collateral

Ride Guide

Flat Size: 12"w x 16.5"h

Folded Size: 6"w x 8.25"h

Pages: 4 pages with one fold, 8 pages opened

Quantity: 36,000

Color: 5/5 (4c + aqueous)

Stock: 100# Endeavor Gloss Book

Proofs: Digital Color

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

Promotional Interior Card

Finished Size: 11"h x 24"w

Pages: 1

Quantity: 750 or 1500 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 Los Alamitos, CA

Tri Fold Brochure

Flat Size: 8.5 x 11", two regular parallel folds, with single perforation on right fold

Finished Size: 3.6" x 11"

Pages: 6 panels, two sides

Quantity: 20,000

Color: 5/5 (4c + aqueous)

Stock: 80# endeavor matte cover

Proofs: Digital Color

Bindery: Trim to size, score, two regular parallel folds, with perforation on right fold, carton pack, deliver to Santa Ana.

4. PROJECT MANAGEMENT

OCTA will designate a Marketing staff to be the key contact for Consultant and he or she will direct Consultant's work effort. The Marketing staff will form, and be a part of, an internal project team to assist in providing project direction. All jobs performed by the Consultant will need a cost estimate and the Marketing staff's approval before commencing work.

Consultant shall designate a project manager to coordinate all marketing activities. The project manager will be permanently assigned in this capacity for the duration of the contract period. The project manager shall have the authority to make commitments and

decisions that are binding to the selected firm. Any changes to Consultant's personnel under this project shall be subject to OCTA's written approval.

All projects will require an approved, signed estimate based on specific project specifications prior to commencement of work. Consultant shall 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 quantitate 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 they are assigned to.

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 all clients’ brands and products.

e-Marketing Specialist – Works to expand social media marketing services and online content strategies for clients—whether that’s in social networks or 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.

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

Photographer – Creates original photography based on set parameters. Understanding that photographer’s bill by day rate or one-half 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.

Translator – 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) 3-3721
BUS MARKETING AND RIDERSHIP PROGRAM**

Enter below the proposed hourly rate(s) to perform work described in the Scope of Work, Exhibit A. Prices shall be fully burdened rate 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 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>	<i>Hourly Rate – Year 1 Effective through 11/30/24</i>	<i>Hourly Rate – Year 2 12/1/24 – 11/30/25</i>
Account Manager		\$	\$
Concept Development		\$	\$
Graphic Designer		\$	\$
Creative Director		\$	\$
Design Layout		\$	\$
Copywriting		\$	\$

FOR COST ANALYSIS PURPOSES:

- Provide fully-burdened hourly rates for the above-designated job categories. The fully-burdened hourly rates will be included in the resulting agreement should your proposal be selected for contract award.***
- Each proposed hourly rate for the respective Job Function will be weighed according to the percentages specified in the “Evaluation Weight” column in the table below.***

Job Function	Evaluation Weight for Hourly Rate(s)
Account Manager	11%
Concept Development	20%
Graphic Designer	9%
Creative Director	14%
Design Layout	33%
Copywriting	13%

OTHER LABOR:

Job Function	Hourly Rate – Year 1 Effective through 11/30/24	Hourly Rate – Year 2 12/1/24 through 11/30/25
Market Research Manager	\$	\$
Market Research Analyst	\$	\$
Account Planning & Research	\$	\$
Account Coordinator	\$	\$
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	\$	\$
Photo Supervision	\$	\$
Photographer	\$	\$
Video Production	\$	\$
Media Planning & Buying	\$	\$
Translation	\$	\$
Accounting / Billing Clerk	\$	\$

OTHER DIRECT COSTS (ODC)

CREATIVE DEVELOPMENT

Description	Total Cost
Concept Development	
Direct Mail	
Interior Bus Ad	
Exterior Bus Ad	
Facebook Ads	

LITHOGRAPHY PRINT

Description	Quantity	Cost per Thousand	Total Cost
Ride Guide	36,000		
Promotional Interior Card	750	NA	
Promotional Interior Card	1,000	NA	
Trifold Brochure	20,000		

BUS ADVERTISING GRAPHICS

Description	Quantity	Production Cost	Installation	Removal
Full Wrap – LNG bus (include front and back of bus)	1			
Full Wrap – CNG bus (include front of bus, but not tail wrap)	1			
Tail Wrap	1			
Tail Poster	1		NA	NA
King Poster	1		NA	NA
Kong Poster	1		NA	NA
Headliner	1		NA	NA
Ultra Super King	1			
Ultra Square	1			
Michelangelo	1		NA	NA

Additional ODC required and authorized by the Authority but not included in this Agreement will be reimbursed either (a) "At Cost" OR (b) up to the applicable Current Rate listed in this Schedule II, whichever is less. Supporting documentation must accompany invoice.

*** Please note the following:**

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

Reimbursable Mileage Practice

Week Day Travel

Normal Business Hours

- Office Base* to event/meeting (one-way only if Consultant does not return to base office)

After Business Hours

- Office Base* to event/meeting
- Event/Meeting to Home

Week End Travel

- Home to Event
- Event to Home

*Office Base exceeds 50 miles may claim home to event.

Note: Full home address is not necessary. Cross streets and city are sufficient.

EXHIBIT C: PROPOSED AGREEMENT

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EXHIBIT C

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

6 **ARTICLE 2. AUTHORITY DESIGNEE**

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

9 **ARTICLE 3. SCOPE OF WORK**

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

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

16 **Names**

Functions

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18
19 C. No person named in paragraph B of this Article, or his/her successor approved by
20 AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or
21 level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should
22 the services of any key person become no longer available to CONSULTANT, the resume and
23 qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as
24 possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key
25 person, unless CONSULTANT is not provided with such notice by the departing employee. AUTHORITY
26 shall respond to CONSULTANT within seven (7) calendar days following receipt of these qualifications

concerning acceptance of the candidate for replacement.

ARTICLE 4. TERM OF AGREEMENT

This Agreement shall commence upon execution by both parties, and shall continue in full force and effect through November 30, 2025, unless earlier terminated or extended as provided in this Agreement.

ARTICLE 5. PAYMENT

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

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

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

invoice. Each invoice shall include the following information:

1. Agreement No C-3-2721;
2. Specify the effort for which the payment is being requested;
3. The time period covered by the invoice;
4. Labor (staff name, hours charged, hourly billing rate, current charges, and cumulative charges) performed during the billing period;
5. Total monthly invoice (including project-to-date cumulative invoice amount);
6. Itemized expenses including support documentation incurred during the billing period;
7. Monthly Progress Report;
8. Certification signed by the CONSULTANT or his/her designated alternate that a) The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup information included with the invoice is true, complete and correct in all material respects; c) All payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The invoice does not include any amount which CONSULTANT intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice.
9. Any other information as agreed or requested by 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 at all times be under CONSULTANT's exclusive direction and control and shall be employees of CONSULTANT and not employees of AUTHORITY. CONSULTANT shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

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

ARTICLE 9. INSURANCE

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

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

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

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

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

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

C. CONSULTANT shall include on the face of the certificate of insurance the Agreement Number C-3-2721 and, the Senior Contract Administrator's Name, Yvette Crowder.

D. CONSULTANT shall also include in each subcontract, the stipulation that subcontractors shall maintain insurance coverage in the amounts required of CONSULTANT as provided in the Agreement.

Subcontractors will be required to include AUTHORITY as additional insureds on the Commercial General Liability, and Auto Liability insurance policies.

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

ARTICLE 10. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 3-2721; (3) CONSULTANT's proposal dated _____; and (4) all other documents, if any, cited herein or incorporated by reference.

ARTICLE 11. CHANGES

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

ARTICLE 12. DISPUTES

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

B. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with

1 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,
2 CAMM. Nothing in this Agreement, however, shall be construed as making final the decision of any
3 AUTHORITY official or representative on a question of law, which questions shall be settled in
4 accordance with the laws of the State of California.

5 **ARTICLE 13. TERMINATION**

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

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

21 **ARTICLE 14. INDEMNIFICATION**

22 A. CONSULTANT shall indemnify, defend and hold harmless AUTHORITY, its
23 officers, directors, employees and agents (indemnities) from and against any and all claims (including
24 attorneys' fees and reasonable expenses for litigation or settlement) for any loss or
25 damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent
26

1 acts, omissions or willful misconduct by CONSULTANT, its officers, directors, employees, agents,
2 subcontractors or suppliers in connection with or arising out of the performance of this Agreement.

3 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

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

15 **Subcontractor Name/Addresses**

Subcontractor Functions

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

18 CONSULTANT shall provide AUTHORITY, or other agents of AUTHORITY, such access to
19 CONSULTANT's accounting books, records, payroll documents and facilities, as AUTHORITY deems
20 necessary. CONSULTANT shall maintain such books, records, data and documents in accordance
21 with generally accepted accounting principles and shall clearly identify and make such items readily
22 accessible to such parties during CONSULTANT's performance hereunder and for a period of four (4)
23 years from the date of final payment by AUTHORITY. AUTHORITY's right to audit books and records
24 directly related to this Agreement shall also extend to all first-tier subcontractors identified in 0 of this
25 Agreement. CONSULTANT shall permit any of the foregoing parties to reproduce documents by any
26 means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

1 **ARTICLE 17. CONFLICT OF INTEREST**

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

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

15 **ARTICLE 18. CODE OF CONDUCT**

16 CONSULTANT agrees to comply with the AUTHORITY's Code of Conduct as it relates to
17 Third-Party contracts which is hereby referenced and by this reference is incorporated herein.
18 CONSULTANT agrees to include these requirements in all of its subcontracts.

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

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

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

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

1 regulations promulgated thereunder.

2 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

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

10 **ARTICLE 22. PROHIBITED INTERESTS**

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

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

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

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

1 use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project in
2 any professional publication, magazine, trade paper, newspaper, seminar or other medium without the
3 express written consent of AUTHORITY.

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

9 **ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT**

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

22 B. CONSULTANT shall have sole control of the defense of any such claim or suit and all
23 negotiations for settlement thereof. CONSULTANT shall not be obligated to indemnify AUTHORITY
24 under any settlement made without CONSULTANT's consent or in the event AUTHORITY fails to
25 cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at
26 CONSULTANT's expense. If the use or sale of said item is enjoined as a result of such suit or claim,

CONSULTANT, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and copyright indemnity thereto.

ARTICLE 25. FINISHED AND PRELIMINARY DATA

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

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

ARTICLE 26. HEALTH AND SAFETY REQUIREMENT

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

ARTICLE 27. LIMITATION ON GOVERNMENTAL DECISIONS

CONSULTANT shall not make, participate in making, or use its position to influence any governmental decisions as defined by the Political Reform Act, Government Code section 8100 et seq., and the implementing regulations in Title 2 of the California Code of Regulations section 18110 et seq.

EXHIBIT C

CONSULTANT's personnel performing services under this Agreement shall not authorize or direct any actions, votes, appoint any person, obligate, or commit AUTHORITY to any course of action or enter into any contractual agreement on behalf of AUTHORITY. 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 AUTHORITY personnel, counsel, and management.

ARTICLE 28. FORCE MAJEURE

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-3-2721 to be executed as of the date of the last signature below.

CONSULTANT

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

By: _____

Georgia Martinez, Department Manager
Contracts and Procurement

APPROVED AS TO FORM:

By: _____

James M. Donich
General Counsel

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM

STATUS OF PAST AND PRESENT CONTRACTS FORM

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

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

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

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,

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

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.

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

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.

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

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:
