

DRAFT REQUEST FOR PROPOSALS (RFP) 4-2080

PACIFIC SURFLINER MARKETING SERVICES



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

Key RFP Dates

Issue Date:	March 18, 2024
Pre-Proposal Conference Date:	March 26, 2024
Question Submittal Date:	March 27, 2024
Proposal Submittal Date:	April 9, 2024
Interview Date:	May 7, 2024

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March 18, 2024

NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP 4-2080: "PACIFIC SURFLINER MARKETING SERVICES"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

On behalf of the Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Corridor Agency (Agency), the Orange County Transportation Authority (Authority) invites proposals from qualified consultants to provide field marketing services for the Pacific Surfliner. The budget for this project is \$550,000.00 for a one (1)-year initial term.

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

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

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

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

**Orange County Transportation Authority
Contracts Administration and Materials Management
P.O. Box 14184
Orange, California 92863-1584
Attention: Gina Torres, Contract Administrator**

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

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

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

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

To receive all further information regarding this RFP 4-2080, 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 Communications Marketing Services

A pre-proposal conference will be held both on-site/in-person and via teleconference on March 26, 2024, at 2:00 p.m.

For prospective Offerors who wish to join on-site/in-person, the pre-proposal conference will be held at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 08.

Prospective Offerors not attending in-person may join or call-in using the following credentials:

- [Click here to join the meeting](#)
- OR Call-in Number: 916-550-9867
- Conference ID: 653759346#

All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established May 7, 2024, 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

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- OR Call-in Number: 916-550-9867
- Conference ID: 653759346#

All prospective Offerors are encouraged to attend the pre-proposal conference.

B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA

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

D. AUTHORITY CONTACT

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

Gina Torres, Contract Administrator
Contracts Administration and Materials Management Department
Phone: 714.560.5566
Email: gtorres@octa.net

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no Offeror, subcontractor, lobbyist or agent hired by the Offeror shall have any contact or communications regarding this RFP with any Authority's staff; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any Offeror, subcontractor, lobbyist or agent hired by the Offeror that engages in such prohibited communications may result in disqualification of the Offeror at the sole discretion of the Authority.

E. CLARIFICATIONS

1. Examination of Documents

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

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference, must be put in writing and received via e-mail at gtorres@octa.net no later than 2:00 p.m., on March 27, 2024.
- b. Requests for clarifications, questions, and comments must be clearly labeled, "Written Questions RFP 4-2080," in the subject line of the e-mail. The Authority is not responsible for failure to respond to a request that has not been labeled as such.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET no later than April 2, 2024. 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:

<u>Category:</u>	<u>Commodity:</u>
Marketing, Advertising & Media Services	Advertising Communications Marketing Services

Inquiries received after 2:00 p.m. on March 27, 2024 will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be received in the Authority's office at or before 2:00 p.m. on April 9, 2024.

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

2. Address

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

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

Or proposals delivered using the U.S. Postal Services shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management (Camm)
P.O. Box 14184
Orange, California 92863-1584
Attention: Gina Torres, Contract Administrator**

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

3. Identification of Proposals

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

"RFP 4-2080 Pacific Surfliner Marketing Services"

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

4. Acceptance of Proposals

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

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

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

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

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

L. CONFLICT OF INTEREST

All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An

organizational conflict of interest means that due to other activities, relationships or contracts, an Offeror is unable, or potentially unable to render impartial assistance or advice to the Authority; an Offeror's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or an Offeror has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the Offeror's proposal.

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

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

M. CODE OF CONDUCT

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

N. OWNERSHIP OF RECORDS/PUBLIC RECORDS ACT

All proposals and documents submitted in response to this RFP shall become the property of the Authority and a matter of public record pursuant to the California Public Records Act, Government Code sections 6250 et seq. (the "Act"). Offerors should familiarize themselves with the provisions of the Act requiring disclosure of public information. Offerors are discouraged from marking their proposal documents as "confidential" or "proprietary."

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

Notwithstanding the above, all information regarding proposal responses will be held as confidential until such time as the evaluation has been completed; an

award has been made by the Board of Directors or Authority Staff, as appropriate; and the contract has been fully negotiated.

O. 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 30 days after the execution of the Agreement, annually thereafter for the duration of the Agreement, and within 30 days of termination of the Agreement.

SECTION II: PROPOSAL CONTENT

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A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12-point font, double-spaced and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11" x 17" format. 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 Gina Torres, 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 LOSSAN Agency's needs and requirements.

Offeror to:

- (1) Describe the approach to completing the work specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially the activities that would be undertaken in completing the work and specify who would perform them.
- (3) Identify methods that Offeror will use to ensure quality control, as well as budget and schedule control for the project.
- (4) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (5) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not

materially deviate from the objectives or required content of the project.

- (6) Provide samples of past collateral for evaluation purposes.

d. Exceptions/Deviations

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

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

4. Cost and Price Proposal

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

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B), and furnish any narrative required to explain the prices quoted in the schedules. It is anticipated that the Authority will issue a time-

and-expense price contract specifying fully-burdened labor rates and anticipated expenses to complete the Scope of Work.

5. Appendices

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

B. FORMS

1. Campaign Contribution Disclosure Form

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

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

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

Offeror is required to submit only **one** copy of the completed form(s) as part of its proposal.

Offeror is required to report any campaign contributions made by the prime contractor, subconsultants, lobbyists and agents after the proposal submittal date, and up to the anticipated Board of Directors selection. The offeror shall use the campaign contribution form for any additional reporting. The forms must be submitted at least 15 calendar days prior to the Board Board date on June 17, 2024 and sent via e-mail to the Contract Administrator.

2. Status of Past and Present Contracts Form

Offeror shall complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of its proposal. Offeror shall identify the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the

past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract. Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal.

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

3. Proposal Exceptions and/or Deviations Form

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

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

- 1. Qualifications of the Firm 25%**

 Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.
- 2. Staffing and Project Organization 25%**

 Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.
- 3. Work Plan 30%**

 Depth of Offeror's understanding of LOSSAN Agency's requirements and overall quality of work plan; logic, clarity and specificity of work plan; utility of suggested technical or procedural innovations.
- 4. Cost and Price 20%**

 Reasonableness of the rates; competitiveness with other offers received; adequacy of data in support of figures quoted.

B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established May 7, 2024, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the

evaluation committee will ask questions related to the firm's proposal and qualifications.

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

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

C. AWARD

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

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

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

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

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

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

Offerors who were not awarded the contract may obtain a debriefing concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish

to be debriefed, must request the debriefing in writing or electronic mail and the Authority must receive it within three (3) business days of notification of the contract award.

EXHIBIT A: SCOPE OF WORK

SCOPE OF WORK

PACIFIC SURFLINER FIELD MARKETING SERVICES

I. INTRODUCTION

This Scope of Work describes Consultant's essential roles, responsibilities, functions, activities, and deliverables necessary for the successful implementation of the Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Corridor Agency's (Agency) field marketing program for the Amtrak Pacific Surfliner.

The LOSSAN Agency wishes to contract with a strategic marketing firm to provide field marketing and community outreach services to:

- Increase Pacific Surfliner ridership
- Influence consumer purchase decisions within communities served
- Cultivate awareness, positive brand associations, and visibility of the Pacific Surfliner through experiential marketing, in-person events, and other advertising and marketing efforts
- Uncover opportunities to expand reach and influence in college markets to build awareness in that key demographic
- Promote brand goodwill and partnerships with key convention and visitors bureau partners
- Identify and evaluate existing assets that can be offered to partners as part of a sponsorship package

Through this contract, Consultant shall provide expertise to supplement LOSSAN Agency's in-house marketing and communications staff, as well as work with external vendors when necessary.

II. BACKGROUND

The 351-mile LOSSAN Rail Corridor travels through a six (6)-county coastal region in southern California and is the second busiest intercity passenger rail corridor in the United States. The LOSSAN Agency manages the Amtrak Pacific Surfliner service, which has an annual ridership of nearly 3 million (pre-pandemic). There are currently twenty (20) daily Pacific Surfliner trains between Los Angeles and San Diego, with ten (10) trains extending to Santa Barbara/Goleta and four to San Luis Obispo. The Pacific Surfliner serves twenty-nine (29) stations between San Diego and San Luis Obispo.

The Pacific Surfliner provides a relaxing and sustainable travel option for destinations along the LOSSAN Rail Corridor and beyond. In addition to rail service, dedicated Amtrak Thruway bus connections supplement the train by extending connections to destinations such as Palm Springs, Solvang, and the Bay Area.

III. GENERAL REQUIREMENTS

The LOSSAN Agency seeks a qualified consultant experienced in field marketing to assist the agency staff with increasing service ridership. Consultant shall work closely with staff to create a strategy leveraging various field marketing tactics to expand the LOSSAN Agency's brand

awareness, relationships, and community interactions in a data driven and measurable way. Consultant shall be expected to meet the following general qualifications:

- A solid understanding of the Pacific Surfliner brand and market position
- Expertise in targeted, audience specific marketing
- Knowledge of emerging technology, trends, platforms, and messaging opportunities, and demonstrate the ability to leverage them effectively.
- A thorough understanding of marketing best practices in the transportation and/or tourism industry
-

IV. SERVICES REQUIRED

This section contains a brief description of the types of services required for this contract. The work plan shall provide a precise and clear description of the firm's ability to meet the requirements of each service category specified below. Those proposing as the prime contractor on this RFP are encouraged to sub-contract tasks that are outside of their expertise. Firms shall provide turnkey marketing programs and be able to act as a prime contractor in **each** of the following areas:

Brand Awareness, Advertising, and Partnership Building

Consultant shall be responsible for:

- Elevating LOSSAN Agency's brand awareness, presence, and engagement across the corridor.
- Developing cooperative advertising and promotional opportunities to amplify the LOSSAN Agency's reach. Foster and expand relationships with partners in the travel industry, as well as with relevant sports teams, festivals, event venues, special events, trade shows, and Universities along the LOSSAN Rail Corridor.
- Serving as LOSSAN Agency's Agency of Record, which will authorize Consultant to act on LOSSAN Agency's behalf to negotiate and to enter into sponsorships, secure memberships, plan advertising programs, seek and execute advertising opportunities, purchase and place media, and manage invoices and payments. If necessary to complete the requirements of the scope of work, Consultant shall license direct with vendors and partners to obtain necessary media placements and utilities. All invoicing pertaining to these agreements shall be managed by the selected Consultant. The LOSSAN Agency shall be listed as a user and/or advertiser on any agreements. At the end of the term (or earlier), the selected Consultant shall assign/transfer all its rights to the agreement to the LOSSAN Agency at no additional charge.

Through these tasks, the aim is to establish a robust and recognizable brand presence, drive community engagement, and optimize the LOSSAN Agency's outreach efforts effectively.

Multi-lingual community outreach and engagement

Consultant shall assist the LOSSAN Agency with establishing and maintaining brand awareness through special events and community education efforts. Consultant shall be responsible for:

- Planning, promoting, and implementing outreach events that enhance brand awareness and strengthen relationships with communities served.
- Identifying strategic opportunities targeting key audiences in key geographical areas for business and community outreach
- Providing event planning services and support
- Staffing in-person community events. Consultant shall be expected to engage audiences in English and Spanish. Community event support in other foreign languages such as Vietnamese, Chinese, Tagalog, Farsi, Armenian, Japanese, and others may occasionally be necessary. Consultant must submit a plan for hiring subcontractors to provide services if necessary. Consultant shall also provide support with follow up activities and create tools for nurturing relationships with referral sources and influencers.

Promotional marketing

Consultant shall be responsible for developing and/or supporting new marketing program initiatives for key audiences. Consultant shall support the following:

- Raising awareness of key destinations along the route through events, partnerships, special event partnerships, advertising, and other innovative marketing efforts.
- Design strategic campaigns to target specific markets and audiences to increase ridership and revenue.

In addition to creating campaign deliverables, Consultant shall provide suggestions for enhancements to optimize ongoing campaigns, refine messaging, boost community engagement, and meet other performance metrics.

Creative services

Fulfillment of field marketing programs includes coordinating and ensuring timely delivery of all creative assets. The creative services expected include:

- Copywriting and trans-creating of advertising and marketing materials in English and Spanish. Consultant may also be occasionally required to create materials in other foreign languages such as Vietnamese, Chinese, Tagalog, Farsi, Armenian, Japanese, and others may occasionally be necessary. Consultant must submit a plan for hiring subcontractors to provide multi-lingual services if necessary.
- Producing design solutions, messages including copywriting for radio and/or video advertisements and creative assets for print, outreach, broadcast, advertising, or other customer communications channels, that resonate with target audiences and meet both brand standards and business objectives.
- Design solutions and creative assets for print, radio, video, broadcast, digital and social media elements, as well as the development of special promotions and fares discounts to incentivize trial and repeat ridership to support program initiatives.
- Consultant must be able to respond quickly to execute creative development through concept development, execution and production in a timely manner to meet the project deadlines. There may be times when Consultant shall also work with the other LOSSAN

Agency vendors to optimize existing creative assets for the appropriate audiences and channels.

Consultant shall be responsible for monitoring performance of all campaign and managing quality of content for campaigns as determined by engagement metrics, hyper-targeted media placements, content engagement, media impressions, and client feedback.

PERFORMANCE, MONITORING, AND EVALUATION

The success of the Pacific Surfliner field marketing program relies on continuous monitoring, evaluation, and optimization of various performance metrics.

The selected Consultant shall employ a systematic approach to monitor and evaluate the performance of the Pacific Surfliner field marketing program. This includes the continuous tracking and analysis of engagement metrics across various channels, campaigns, and events to ensure the program's alignment with the LOSSAN Agency's objectives and foster ongoing improvement throughout the contract period.

PROGRAM MANAGEMENT

The LOSSAN Marketing and Communications Manager will be the key contact for Consultant and will direct Consultant's work efforts. All jobs performed by Consultant will require a cost estimate within two (2)-days of project requests and prior approval from the LOSSAN Marketing and Communications Manager before commencing work.

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

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

1. Deliverables shall include but are not limited to: Job-by-job estimates of time and materials needed to complete each project, approved by the designated LOSSAN Marketing and Communications Manager.
2. Documentation of strategies, tactics, media recommendations, evaluation criteria, timeline, and budget proposal including executive briefs and reporting
3. Implementation of effective design, layout, editorial, and art direction from concept and development through execution and production tailored to strategic objectives.
4. Campaign management and monitoring informed by ridership and revenue reporting, online engagement metrics and client feedback.
5. Pro-active feedback for enhancements to optimize ongoing campaigns, refine messaging, boost online engagement, and search engine visibility, and meet other performance metrics.

CONTRACT PERIOD

The contract period will be for a one (1)-year initial term with two (2), two (2)-year option terms awarded at the discretion of the LOSSAN Agency.

LIMITATION ON GOVERNMENTAL DECISIONS

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

EXHIBIT B: PRICE SUMMARY SHEET

PRICE SUMMARY SHEET

REQUEST FOR PROPOSALS (RFP) 4-2080

Enter below the proposed price for the services described in the Scope of Work, Exhibit A. Prices shall include direct costs, indirect costs, tax, and profits. The Authority's intention is to award a time-and-expense price contract for a one (1)-year initial term with two (2), two (2)-year option terms.

Key Personnel:

		Fully Burdened Hourly Rate(s)				
		Initial Term	First Option Term		Second Option Term	
Job Function	Name	7/1/2024 – 6/30/2025	7/1/2025 – 6/30/2026	7/1/2026 – 6/30/2027	7/1/2027 – 6/30/2028	7/1/2028 – 6/30/2029
Project Manager		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Graphic Designer		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Copy Writer		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Field Marketing Director		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Field Marketing Support		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

For Cost Analysis Purposes:

- *Provide fully-burdened hourly rates for the above-designated job functions. The fully burdened hourly rates will be included in the resulting agreement should your proposal be selected for contract award.*

Other Labor Charges:

	Fully Burdened Hourly Rate(s)				
	Initial Term	First Option Term		Second Option Term	
Job Function:	7/1/2024 – 6/30/2025	7/1/2025 – 6/30/2026	7/1/2026 – 6/30/2027	7/1/2027 – 6/30/2028	7/1/2028 – 6/30/2029
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

SCHEDULE II ----- OTHER DIRECT COSTS SCHEDULE

Type of ODC		Quantity	Unit Rate	Budget Amount
1.				
2.				
3.				
4.				
5.				
<p>Additional ODC required and authorized by LOSSAN 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.</p> <p>Supporting documentation must accompany invoice.</p>				

** Please note the following:*

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

- 1. I acknowledge receipt of **RFP 4-2080** and Addenda No.(s)____.
- 2. This offer shall remain firm for _____ days from the date of proposal.
(Minimum of 120)

COMPANY NAME

ADDRESS

TELEPHONE

FACSIMILE #

EMAIL ADDRESS

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR

DATE SIGNED

EXHIBIT C: PROPOSED AGREEMENT

PROPOSED AGREEMENT NO. L-4-0001

BETWEEN

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

AND

THIS AGREEMENT is made and entered into this ____ day of _____, 2024 ("Effective Date"), by and between the Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a joint powers authority of the State of California (hereinafter referred to as "AGENCY"), and _____ (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, AGENCY requires assistance from CONSULTANT to provide field marketing and community outreach services; and

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

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

WHEREAS, CONSULTANT wishes to perform these services;

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

ARTICLE 1. COMPLETE AGREEMENT

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

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

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

7 **ARTICLE 2. AGENCY DESIGNEE**

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

10 **ARTICLE 3. SCOPE OF WORK**

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

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

17 **Names**

Job Functions

18
19
20
21
22
23 C. No person named in paragraph B of this Article, or his/her successor approved by AGENCY,
24 shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or level of
25 commitment hereunder be changed, without the prior written consent of AGENCY. Should the services
26 of any key person become no longer available to CONSULTANT, the resume and qualifications of the

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

6 **ARTICLE 4. TERM OF AGREEMENT**

7 A. This Agreement shall commence upon execution by both parties, and shall continue in full
8 force and effect through June 30, 2025 (Initial term), unless earlier terminated or extended as provided in
9 this Agreement.

10 B. AGENCY, at its sole discretion, may elect to extend the term of this Agreement up to an
11 additional twenty-four (24) months, and continuing from July 1, 2025 through June 30, 2027 (First Option
12 Term), and thereupon require CONSULTANT to continue to provide services, and otherwise perform, in
13 accordance with Exhibit A, entitled "Scope of Work," and at the rates set forth in Article 5, "Payment."

14 C. AGENCY, at its sole discretion, may elect to extend the term of this Agreement up to an
15 additional twenty-four (24) months, and continuing from July 1, 2027 through June 30, 2029 (Second
16 Option Term), and thereupon require CONSULTANT to continue to provide services, and otherwise
17 perform, in accordance with Exhibit A, entitled "Scope of Work," and at the rates set forth in Article 5,
18 "Payment."

19 D. AGENCY's election to extend the Agreement beyond the Initial Term shall not diminish its
20 right to terminate the Agreement for AGENCY's convenience or CONSULTANT's default as provided
21 elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extending
22 through June 30, 2029, which period encompasses the Initial Term, First Option Term and Second Option
23 Term.

24 **ARTICLE 5. PAYMENT**

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

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

2 B. CONSULTANT shall invoice AGENCY on a monthly basis for payments corresponding to the
3 work actually completed by CONSULTANT. Percentage of work completed shall be documented in a
4 monthly progress report prepared by CONSULTANT, which shall accompany each invoice submitted by
5 CONSULTANT. CONSULTANT shall also furnish such other information as may be requested by
6 AGENCY to substantiate the validity of an invoice. At its sole discretion, AGENCY may decline to make
7 full payment until such time as CONSULTANT has documented to AGENCY's satisfaction that
8 CONSULTANT has fully completed all work required under the task. AGENCY's payment in full for work
9 completed shall constitute AGENCY's final acceptance of CONSULTANT's work.

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

- 16 1. Agreement No. L-4-0001;
- 17 2. Specify work for which payment is being requested;
- 18 3. The time period covered by the invoice;
- 19 4. Total monthly invoice (including project-to-date cumulative invoice amount);
- 20 5. Monthly Progress Report;
- 21 6. Certification signed by the CONSULTANT or his/her designated alternate that a)
22 The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup
23 information included with the invoice is true, complete and correct in all material respects; c) All payments
24 due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to
25 subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The
26 invoice does not include any amount which CONSULTANT intends to withhold or retain from a

subcontractor or supplier unless so identified on the invoice.

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

ARTICLE 6. MAXIMUM OBLIGATION

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

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, California 92863-1584

ATTENTION:

ATTENTION: Gina Torres

Title:

Title: Contract Administrator

Phone:

Phone: (714) 560-5566

Email:

Email: gtorres@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

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

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

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

10 **ARTICLE 9. INSURANCE**

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

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

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

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

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

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

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

9 C. CONSULTANT shall include on the face of the certificate of insurance the
10 Agreement No. L-4-0001 and, the Contract Administrator's Name, Gina Torres.

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

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

17 **ARTICLE 10. ORDER OF PRECEDENCE**

18 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:
19 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of
20 RFP 4-2080; (3) CONSULTANT's proposal dated _____; (4) all other documents, if any, cited
21 herein or incorporated by reference.

22 **ARTICLE 11. CHANGES**

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

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

5 B. CONSULTANT shall only commence work covered by an amendment after the amendment
6 is executed by AUTHORITY.

7 **ARTICLE 12. DISPUTES**

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

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

19 **ARTICLE 13. TERMINATION**

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

25 B. In the event either Party defaults in the performance of any of their obligations under this
26 Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the

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

ARTICLE 14. INDEMNIFICATION

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

ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

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

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

nonpayment by CONSULTANT.

<u>Subcontractor Name/Addresses</u>	<u>Subcontractor Function</u>

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

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

ARTICLE 17. CONFLICT OF INTEREST

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

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

financial interests.

ARTICLE 18. CODE OF CONDUCT

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

ARTICLE 19. PROHIBITION ON PROVIDING ADVOCACY SERVICES

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

ARTICLE 20. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 22. PROHIBITED INTERESTS

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

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

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

7 B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings,
8 descriptions, and all other written information submitted to CONSULTANT in connection with the
9 performance of this Agreement shall not, without prior written approval of AGENCY, be used for any
10 purposes other than the performance under this Agreement, nor be disclosed to an entity not connected
11 with the performance of the project. CONSULTANT shall comply with AGENCY's policies regarding such
12 material. Nothing furnished to CONSULTANT, which is otherwise known to CONSULTANT or is or
13 becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not
14 use AGENCY's name, photographs of the project, or any other publicity pertaining to the project in any
15 professional publication, magazine, trade paper, newspaper, seminar or other medium without the
16 express written consent of AGENCY.

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

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

23 A. In lieu of any other warranty by AGENCY or CONSULTANT against patent or copyright
24 infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim
25 or suit against AGENCY on account of any allegation that any item furnished under this Agreement or
26 the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any

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

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

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

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

25 B. It is expressly understood that any title to preliminary technical data is not passed to AGENCY
26 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 AGENCY's acceptance before approval is given for preparation of finished artwork. Preliminary data title and right thereto shall be made available to AGENCY if CONSULTANT causes AGENCY to exercise Article 11, and a price shall be negotiated for all preliminary data.

ARTICLE 26. 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.

ARTICLE 27. HEALTH AND SAFETY REQUIREMENT

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

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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: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

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

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

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

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

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

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

RFP Number: _____ RFP Title: _____

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

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

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

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

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

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

Print Firm Name

Print Name of Contributor

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

Board of Directors

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

EXHIBIT F: SAFETY SPECIFICATIONS

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

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

1.2 REGULATORY

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

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

B. Substance Abuse Prevention Program

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

C. Heat Illness Prevention Program

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

D. Hazard Communication Program

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

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

E. Storm Water Pollution Prevention Plan

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

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

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

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

B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

that arise from the performance of Authority contract work. An immediate verbal notice followed by an initial written incident investigation report shall be submitted to the Authority's Project Manager within 24 hours of the incident.

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

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

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 G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

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

Offeror:_____

RFP No.:_____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

- Scope of Work (Technical) _____
- Proposed Agreement (Contractual) _____

Reference Section/Exhibit: _____ Page/Article No. _____

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:
