

DRAFT REQUEST FOR PROPOSALS (RFP) 9-1542

PACIFIC SURFLINER CREATIVE 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:	September 16, 2019
Pre-Proposal Conference Date:	September 23, 2019
Question Submittal Date:	September 24, 2019
Proposal Submittal Date:	October 9, 2019
Interview Date:	October 24, 2019

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September 16, 2019

NOTICE OF REQUEST FOR PROPOSALS

(RFP): 9-1542: "PACIFIC SURFLINER CREATIVE 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 creative services for print and digital creative development, design/copywriting, and production as needed. The budget for this project is \$400,000 for a one-year initial term.

Proposals must be received in the Authority's office at or before 2:00 p.m. on October 9, 2019.

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: Iris Deneau, Senior Contract Administrator**

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

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

Note: The Authority utilizes a third-party delivery service; therefore, 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.

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

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>.

To receive all further information regarding this RFP 9-1542, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category:

Marketing, Advertising & Media
Services

Commodity:

Audio / Video Production
Services Complete
Photography Services
Video Production
Advertising
Advertising - Outdoor Billboard,
etc.
Advertising - Public Relations
Advertising Agency Services
Broadcasting Services, Radio
Broadcasting Services,
Television
Communications Marketing
Services
Conference Coordinating and
Planning Services
Copywriting Services
Direct Mail Services
Graphic Arts Design Services
(Not Printing)
Graphic Production Services

A pre-proposal conference will be held on September 23, 2019, at 3:00 p.m. at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 08. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established October 24, 2019 as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

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

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on September 23, 2019, at 3:00 p.m., at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 08. 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:

Iris Deneau, Senior Contract Administrator
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560. 5786, Fax: 714.560.5792
Email: ideneau@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 proposer, subcontractor, lobbyist or agent hired by the proposer 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 proposer, subcontractor, lobbyist or agent hired by the

proposer that engages in such prohibited communications may result in disqualification of the proposer 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 must be received by the Authority no later than 5:00 p.m., on September 24, 2019.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, Lobby Receptionist, Orange, California 92868.
 - (3) Facsimile: (714) 560-5792.
 - (4) Email: ideneau@octa.net

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than September 26, 2019 Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via U.S. Mail by emailing or faxing the request to Iris Deneau, Senior Contract Administrator.

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

Category:

Marketing, Advertising & Media
Services

Commodity:

Audio / Video Production
Services Complete
Photography Services
Video Production
Advertising
Advertising - Outdoor Billboard,
etc.
Advertising - Public Relations
Advertising Agency Services
Broadcasting Services, Radio
Broadcasting Services,
Television
Communications Marketing
Services
Conference Coordinating and
Planning Services
Copywriting Services
Direct Mail Services
Graphic Arts Design Services
(Not Printing)
Graphic Production Services

Inquiries received after 5:00 p.m. on September 24, 2019 will not be responded to.

F. SUBMISSION OF PROPOSALS

Offeror is responsible for ensuring third-party deliveries arrive at the time and place as indicated in this RFP.

1. Date and Time

Proposals must be received in the Authority's office at or before 2:00 p.m. on October 9, 2019.

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: Iris Deneau, Senior 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: Iris Deneau, Senior Contract Administrator**

Note: The Authority utilizes a third-party delivery service; therefore, 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 an **original and four (4) copies** 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 with RFP number. In addition to the above, Proposers 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 with fully-burdened labor rates and anticipated expenses for work specified in the scope of work, included in the RFP as Exhibit A. The contract will be a one-year initial term with two, two-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.

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 Iris Deneau, Senior Contract Administrator and must, at a minimum, contain the following:

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

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the

services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

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

b. Proposed Staffing and Project Organization

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

Offeror to:

- (1) Identify key personnel proposed to perform the work in the specified services 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 services 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 services 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. Samples should be included with the original proposal and each proposal copy. Paper samples, not CDs, should be provided.

d. Exceptions/Deviations

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

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

4. Cost and Price Proposal

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

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B), and furnish any narrative required to explain the rates

quoted in the schedules. It is anticipated that the Authority will issue a time and expense-price contract specifying 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 and it must be included in only the **original** proposal.

2. Status of Past and Present Contracts Form

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

arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal.

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

3. Proposal Exceptions and/or Deviations Form

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

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

- 1. Qualifications of the Firm 25%**

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

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

Depth of Offeror's understanding of LOSSAN Agency's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation among the specified services; reasonableness of proposed schedule; utility of suggested technical or procedural innovations; quality of samples.
- 4. Cost and Price 20%**

Reasonableness of the fully-burdened rates and anticipated expenses; competitiveness with other offers received; adequacy of data in support of figures quoted.

B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established October 24, 2019, 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, 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 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 Authority.

C. AWARD

The Authority will evaluate the proposals received and will submit the proposal considered to be the most competitive to the LOSSAN's Board of Directors for consideration and selection. The Authority may also negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

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

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

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

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

EXHIBIT A: SCOPE OF WORK

SCOPE OF WORK

PACIFIC SURFLINER CREATIVE 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 marketing program for the Amtrak Pacific Surfliner.

The LOSSAN Rail Corridor Agency wishes to contract with a strategic marketing firm to provide creative services for print and digital creative development, design/copywriting and production as needed for the purpose of:

- Creative implementation of data-driven, multi-channel media campaigns that target specific audience segments and optimize direct response rates
- Supporting ongoing efforts including print and digital advertising, email marketing, collateral development, onboard and social media
- Creating marketing materials that resonate with target audiences and meet both brand standards and business objectives to increase awareness, revenue, and ridership
- Expanding destination-based marketing efforts through content that captures the engaging experiences, unique rider perspectives, and memorable events surrounding the Pacific Surfliner service
- Ensuring effective design, layout, editorial and art direction from concept development, execution and production tailored to strategic messaging goals

Through this contract, Consultant shall provide expertise in specific service categories and supplement LOSSAN's in-house marketing and communications staff as well as work with external vendors contracted for specific marketing specialties including web development, videography, branding and direct response marketing.

II. BACKGROUND

The 351-mile LOSSAN Rail Corridor travels through a six-county coastal region in Southern California and is the second busiest intercity passenger rail corridor in the United States. The LOSSAN Rail Corridor Agency manages the Amtrak Pacific Surfliner service, which has an annual ridership of nearly 3 million. There are currently 24 daily Pacific Surfliner trains between Los Angeles and San Diego, with 10 trains extending to Santa Barbara/Goleta and four to San Luis Obispo. The Pacific Surfliner serves 27 stations between San Diego and San Luis Obispo.

The LOSSAN Agency will promote the Pacific Surfliner as a viable transportation option for travelers to destinations along the LOSSAN rail corridor and beyond. In addition to rail service, dedicated Amtrak Thruway bus connections supplement the train by providing transportation to and from San Luis Obispo for rail passengers making connections to

Pacific Surfliner trains in Santa Barbara. Thruway Buses also provide connections between northern and Southern California, and between Orange County and Palm Springs/Coachella Valley.

The goals of the LOSSAN Agency marketing program are outlined in section V. Appendix.

III. GENERAL REQUIREMENTS

Consultants shall have a thorough knowledge of and experience producing in areas including but not limited to:

- Creative services
- Layout and design
- Copywriting and message development
- Digital storytelling
- Concept and design for advertising campaigns
- Production, printing, and fulfillment

IV. SERVICES REQUIRED

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

- Creative Services

Produce design solutions and messages that resonate with target audiences and meet both brand standards and business objectives. Develop creative assets for implementation across Pacific Surfliner channels including digital, print, broadcast, social, PR, paid media, packaging, outdoor, onboard and other customer communication channels as needed. Consultant shall be able to respond quickly to implement creative development through concept development, execution and production in a timely manner to meet the project deadlines.

Provide creative guidance and execution including copywriting, quality assurance, campaign creation and completion. Work with in-house marketing team to create and implement verbal and visual identity and support efforts to develop brand compliance manuals, graphics standards and style guides.

Lead creative strategy development and work cross functionally to deliver the best user experiences across a broad range of channels and mediums. Must have experience delivering diverse products including photography, infographics, animated gifs, mixed media and illustration. Must understand trends affecting relevant industries, mediums, and audiences.

- *Layout and design*

Develop creative briefs and general concepts based on strategic objectives and present rough layouts and rationale for evaluation. Collaborate with internal marketing team to ensure designs meet project specifications and provides solutions for any possible issues relating to the production of designs. Must have experience designing for responsive frameworks and understand techniques for fluid design across multiple screen resolutions.

Responsible for the development and execution of digital and print designs for a variety of collateral types including but not limited to website pages, email and social media templates, web banner ads, flyers, brochures, print ads, onboard collateral, large print formats, event displays, and miscellaneous marketing and customer communications materials as requested.

Consultants shall be responsible for overseeing design changes and improvements throughout the design process and coordinating production with print vendors. Consultant shall also create digital assets utilizing original and existing photography and/or illustrations that create a memorable brand experience and advance business objectives.

Digital copies of the deliverables as well as full working files will be packaged and delivered electronically to LOSSAN Agency staff upon the completion of each project.

- *Copywriting and message development*

Create engaging marketing content to drive ridership, boost engagement and enhance relationships with various audiences. Consultant shall be responsible for writing compelling copy, providing editorial direction and execution for deliverables including full-scale campaigns, brochures, emails, website content and landing pages, social media and blog posts, presentations, print and online advertisements, and more. Ensure copy and campaign assets align with the Pacific Surfliner brand.

Collaborate with in-house marketing team to expertly craft stories that visually and verbally resonate with target audiences to motivate action. Consultant shall also provide support in developing taglines and key messages that reflect personality, vision and values of the Pacific Surfliner brand. Shall also conduct market research as needed and work with key stakeholders to develop, fine tune and prioritize value propositions for key markets.

Capture the unique and compelling attributes of the Pacific Surfliner service to create clear and consistent communications across various channels and diverse audiences. Work with in-house marketing team to localize national Amtrak brand messages and refine messaging through a number of different channels. Partner with content producers along the route to localize communication materials and implement core messaging across all assets.

- Digital Storytelling

Conceptualize and develop ideas for relevant and effective content that brings value to key audiences. Contribute to overall strategy for sharing traveler and destination stories. Develop unique voice and perspectives that resonate with both travelers and locals. Contribute to content marketing efforts that promote brand awareness and motivate key audiences to action. Marketing efforts will also be focused on promoting distinct features of Pacific Surfliner route, as well as onboard amenities. Customer communications will focus on consumer-centric messaging ranging from relevant travel tips and emotional visuals to critical service advisories and train status information.

Work with in-house marketing and communications team to develop targeted and relevant stories and sharable assets that educate and inspire customers while growing customer base and cultivating user loyalty. Developing Pacific Surfliner's storytelling strategy will include producing content and conversations for search engine optimization, email marketing, video marketing, PR, influencer marketing, strategic partnerships, social media, blogging, online forums, and other marketing components to help attract the right customers to the Pacific Surfliner brand.

- Concept and design for advertising campaigns

Create strategic design solutions and messages that meet campaign objectives and resonate with target audiences on both online and print channels. Be able to respond quickly to execute creative development through design, copywriting, and production in a timely manner to meet the project deadlines. Provide original photography and illustration services as needed for use on a variety of marketing channels.

Consultant shall have proficiency with web, mobile and responsive design, development, testing and deployment to assist in web design and execution as necessary. Knowledge of best practices for achieving the best output for various online publishers. Consultant shall have experience with content management systems, email marketing platforms, print and digital advertising, large formats (billboards, vehicle wraps) and blog and social media integration.

In addition to raising awareness of key destinations along the route, campaigns will be designed to target specific markets and increase ridership and revenue. Marketing efforts will explore fare and ticketing promotions and special event partnerships. Additional efforts will be focused on increasing utilization of Amtrak marketing programs such as Guest Rewards.

Consultant shall be responsible for monitoring performance and managing quality of content for campaigns as determined by online engagement metrics and client feedback. In addition to creating campaign deliverables, Consultant shall provide suggestions for enhancements to optimize ongoing campaigns, refine messaging, boost online engagement and search engine visibility, and meet other performance metrics.

- Production, printing, and fulfillment

Coordinate production and oversee design changes and improvements throughout the design process. Provide production estimates for printing as needed and integrate technical specifications into design concept.

Various types of printing projects shall require production, distribution, fulfillment/ mailing and/or data processing services, installation and/or removal during the course of this contract term, based on the approved marketing plan developed. Prior to release of all projects for print, a formal estimate will be received and approved by the LOSSAN Agency Marketing and Communications Officer.

Consultant shall propose the following minimum requirements:

- Mail house and fulfillment services including direct mail printing, mailing lists, data processing, bulk mail preparation and variable data and match mail printing
- Offset and digital printing
- Ability to fold or laminate pieces, as well as print on various paper types including vinyl
- Custom promotional merchandise printing and production

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

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

- Rack cards
- Brochures
- Station banners
- Kiosk posters

V. PROGRAM MANAGEMENT

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

The 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 the Consultant. Any changes to a Consultant's personnel under this project shall be subject to the LOSSAN Agency's written approval.

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

Deliverables shall include, but are not limited to:

1. Job-by-job estimates of time and materials needed to complete each project, approved by the designated LOSSAN Marketing and Communications Officer
2. Documentation of strategies, tactics, design 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. Pro-active feedback for enhancements to optimize ongoing campaigns, refine messaging, boost online engagement and search engine visibility, and meet other performance metrics.

VI. APPENDIX

The LOSSAN Agency's efforts to create awareness and generate interest in the Pacific Surfliner service include a broad range of marketing activities from communicating critical rider information and engaging with audiences through various channels to launching new service promotions and working to increase revenue related to key business objectives. The focus of the FY 2019-20 and FY 2020-21 marketing plan is to support key priorities outlined in the Business Plan, as well as engage in the marketing strategies and programs listed below.

Marketing Strategies

Strengthening the Pacific Surfliner brand

LOSSAN Agency staff will continue to develop and strengthen the Pacific Surfliner brand with efforts that include continuous review of the current brand as it is presented today, as well as customer analysis and qualitative market research. LOSSAN Agency staff will also work to define all aspects of the brand, ultimately developing guidelines for voice and visuals that help support clear and consistent communications across various channels and diverse audiences. Developing and documenting the Pacific Surfliner visual identity and editorial style will help ensure the LOSSAN Agency continues to create compelling campaigns and stories that resonate with audiences while telling a clear and powerful story about the Pacific Surfliner experience and driving intended actions.

Building marketing tools and content

Building a marketing program requires a deep understanding of the Pacific Surfliner audience and their motivations. Conducting market research and mapping out buyer personas will be critical to identifying any potential concerns or questions that prospective passengers may have. Developing tools and content to answer these questions are key not only to boosting awareness, but also to motivating action. Designing reusable content around a clear purpose will help boost marketing productivity.

Passenger communications

The LOSSAN Agency's marketing efforts will include developing offers that address audience concerns and motivations – from sweepstakes and trial promotions to educational tools and interactive content, in order to promote loyalty and engagement. Staff will identify target markets and develop strategic campaigns to drive tangible outcomes (email acquisition, engagement with content, trial usage, promotional redemption). The LOSSAN Agency will also pilot new channels and refine current efforts to more effectively reach existing audiences and new markets while building long-term customer relationships.

Informational messages and critical passenger information regarding service impacts will continue to be regularly communicated to both customers planning trips and passengers in transit via the Pacific Surfliner website, social media accounts, and other relevant channels. These efforts to enhance communication will help increase customer satisfaction.

Public relations

The LOSSAN Agency will develop and implement targeted public relations campaigns to generate featured stories and related publicity in order to boost awareness of the Pacific Surfliner service while enhancing the brand's credibility. In addition to regular press release distributions to print, online and broadcast media, the LOSSAN Agency will work to pitch stories and develop media contacts across industries including transportation and tourism. Efforts will also include working with bloggers and online influencers to promote visibility and awareness of the Pacific Surfliner. In addition to increasing the Pacific Surfliner's overall presence, public relations efforts will utilize media monitoring tools to track coverage and identify opportunities to protect and enhance the Pacific Surfliner brand.

Generating sales referrals to Amtrak.com

One of the key metrics that the LOSSAN Agency uses to help measure the impact of marketing activities on ridership and revenue is Amtrak referral sales reports. These reports track the number of visits to PacificSurfliner.com that ultimately result in successful bookings on Amtrak.com. The LOSSAN Agency uses a combination of broad reach and targeted marketing efforts to ensure that high quality sales leads are directed to PacificSurfliner.com.

Destination marketing

The LOSSAN Agency will continue to expand its destination-based marketing efforts to promote train travel among consumers in market to travel to key destinations along the LOSSAN rail corridor. The LOSSAN Agency continues to build and cultivate partnerships along the Pacific Surfliner route to increase market share and brand awareness in target markets, encouraging more southern California residents and visitors to take the train. Participating in cross-promotional opportunities with strategic partners helps to decrease advertising costs and provides added value for Pacific Surfliner customers.

Marketing Programs

Branding and awareness

Ongoing campaigns will be designed to boost engagement with the Pacific Surfliner brand. General advertising along the corridor is necessary to generate a high number of impressions and create interest in the Pacific Surfliner service while highlighting key selling points, such as scenic views, stress-free travel, the and comfort and convenience of onboard amenities. New marketing channels will be tested to more effectively reach both existing audiences and new markets. Investments will be made in digital, outdoor, print, and broadcast advertising, as well as partnerships with local sports teams and local visitors bureaus to generate awareness and support traffic back to the PacificSurfliner.com and Amtrak sales channels.

Advertising campaigns and direct marketing

Staff will plan and implement short- and long-term integrated advertising and outreach campaigns to increase market share and strengthen customer relationships. Staff will work with contracted vendors to identify target markets and develop comprehensive media plans focused on boosting brand awareness and increasing ridership. Regular reporting and data analysis will provide opportunities to refine campaigns to maximize return on marketing investments. This will include a robust marketing effort to support the initiation of additional roundtrips between San Luis Obispo, Los Angeles, and San Diego, as well as any other service improvements that are implemented.

New Pacific Surfliner digital platform

A new PacificSurfliner.com digital platform was launched in early 2019, including a new content management system, which will allow future marketing efforts to adapt to changing market conditions while keeping pace with evolving technology and customer expectations.

Many of the bookings on PacificSurfliner.com are assumed to be from new or latent riders, as frequent passengers tend to book directly through Amtrak.com or the Amtrak mobile app. This illustrates that the LOSSAN Agency's marketing efforts are crucial to not only maintain current customers, but also to reach new and distinct markets that present opportunities to grow ridership and revenue. It is especially important to capture new market segments. New passengers on the Pacific Surfliner can then be turned into return customers by Amtrak through its national sales and promotional efforts, retargeting activities using transactional data, and loyalty incentives like Amtrak Guest Rewards that drive customers back to Amtrak points of sale for future trips.

Field marketing engagement

The field marketing engagement program is designed to build awareness of the Pacific Surfliner service while developing and strengthening relationships with local communities. By generating interest and engagement with the Pacific Surfliner service, the program will position the Pacific Surfliner brand as top of mind and drive customers to PacificSurfliner.com and Amtrak points of sale. The program will include investments in sponsorships, memberships, and advertising programs that are coordinated through strategic partnerships with convention and visitors' bureaus, collegiate and professional sports franchises, live event promoters, and local event producers.

Metrics and milestones

As the LOSSAN Agency further develops its marketing program, it is prudent to invest in expanded marketing activities once marketing staff has sufficient insight into which efforts are productive and are able to take action on efforts that need to be refined. In addition to campaign monitoring and reporting, LOSSAN Agency staff will continue to develop analytics to demonstrate return on investment, provide audience insight and help inform future marketing activities. LOSSAN Agency staff will also continue to work with Amtrak to improve reporting in order to better reconcile marketing efforts with Amtrak sales data, and gain insight to optimize future marketing strategies.

EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET**REQUEST FOR PROPOSALS (RFP) 9-1542**

Enter below the proposed fully-burdened rates for the services described in the Scope of Work, Exhibit A. Prices shall include direct costs, indirect costs, and profits. The Authority's intention is to award a time-and-expense price contract.

SCHEDULE I --- HOURLY RATE SCHEDULE**Key Personnel**

Job Function	Name	Fully-Burdened Hourly Rates				
		Initial Term	First Option Term		Second Option Term	
		1/1/20 - 12/31/20	1/1/21 - 12/31/21	1/1/22 - 12/31/22	1/1/23 - 12/31/23	1/1/24 - 12/31/24
Project Manager	_____	\$_____	\$_____	\$_____	\$_____	\$_____
Graphic Designer	_____	\$_____	\$_____	\$_____	\$_____	\$_____
Copywriter	_____	\$_____	\$_____	\$_____	\$_____	\$_____
Strategist	_____	\$_____	\$_____	\$_____	\$_____	\$_____
Media Buyer	_____	\$_____	\$_____	\$_____	\$_____	\$_____
Creative Director	_____	\$_____	\$_____	\$_____	\$_____	\$_____

Note: For cost analysis purposes, please provide hourly rates for the above designated job categories.

Other Labor Costs

Job Function	Fully-Burdened Hourly Rates				
	Initial Term 1/1/20 - 12/31/20	First Option Term 1/1/21 - 12/31/21	1/1/22 - 12/31/22	Second Option Term 1/1/23 - 12/31/23	1/1/24 - 12/31/24
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

SCHEDULE II --- OTHER DIRECT COSTS SCHEDULE

Type of ODC	Quantity	Unit Rate	Budget Amount
1.			
2.			
3.			
4.			
5.			
6.			
Additional ODCs required and authorized by the LOSSAN Agency but not included in this Agreement will be reimbursed at cost upon approval by LOSSAN Agency project manager. Supporting documentation for all ODCs must accompany each invoice.			

Please note the following:

- LOSSAN Agency will not reimburse Consultant for hours charged to perform activities associated with the preparation and review of invoices submitted to LOSSAN Agency.
- LOSSAN Agency 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 9-1542 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

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

Al Murray, Chairman
Dana Reed, Vice Chairman
Fred Strong, Director
Gregg Hart, Director
Bryan MacDonald, Director
Jess Talamantes, Director
John Fasana, Director
Tim Shaw, Director
Jewel Edson, Director
Caylin Frank, Director
Ellie Haviland, Director
Jeff Lee, Director
Andy Pease, Director
Cathy Murillo, Director
Jim White, Director
David Perry, Director
Mary Lou Echternach, Director
Laurie Davies, Director
Mark A. Murphy, Director
Priya Bhat-Patel, Director
Bill Sandke, Director
Ron Morrison, Director
Kyle Gradinger, Director
Alan D. Wapner, Director

EXHIBIT F: SAFETY SPECIFICATIONS

LEVEL 2 STANDARD HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC), requirements of this safety specification, project site requirements, and bus yard safety rules as well as all federal, state, and local regulations pertaining to scope of work 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 reason for termination of scope or agreements with the Authority, at the sole discretion of the Authority.

C. INJURY AND 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.

D. 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.

E. HAZARD COMMUNICATION PROGRAM

- 1. 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 products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- 2. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

F. DESIGNATED HEALTH, SAFETY, ENVIRONMENTAL (HSE) REPRESENTATIVE

1. Upon contract award, the contractor within 10 business days shall designate an on-site health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.
2. 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, and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.
3. The Contractor's on-site qualified HSE Representative for all Authority projects is subject to acceptance by the Authority Project Manager, and the HSEC Department. All contact information of the HSE Representative (name, phone, and fax and pager/cell phone number) shall be provided to the Authority Project Manager, upon request, within 72 hours.
4. The Contractor's HSE Representative shall possess at a minimum OSHA 30-Hour training certificate and have five years of demonstrated construction/scope experience enforcing HSE compliance on construction, industrial or similar project scopes. The contractor's HSE Representative shall be on site during Contractor's operational hours or arrange in advance proper HSE coverage by a competent person with the Authority Project Manager. The designated HSE Representative shall participate in HSE related submittals. The Authority reserves the right to allow for an exception and to modify these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC Department Manager.
5. Competent Individual means an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees and/or property, and who has authorization to take prompt corrective measures to eliminate them.
6. Qualified Individual means an individual who by possession of a recognized degree, certificate, certification or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his/her ability to solve or resolve problems relating to the subject matter, the work, or the project.

G. SCOPE PLANNING

Prior to any scope work activity or task, the Contractor shall evaluate the hazards of the scope of work and the work environment to ensure proper control measures are identified for employee public and property protections measures to prevent incidents. This evaluation shall be implemented by developing a written site- specific Job Hazard Analysis (JHA) or similar tool

designed for planning the work to prevent incidents. The plan shall be provided to the Authority's Project Manager, upon request, within 72 hours.

H. ORIENTATION

1. The Contractor shall conduct and document a project site safety orientation for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to performing any work on Authority projects. The safety orientation at a minimum shall include, as applicable, Personal Protection Equipment (PPE) requirements, eye protection, ANSI class 2 or 3 reflective vests, designated smoking, eating, and parking areas, traffic speed limit and routing, cell phone policy, and barricade requirements. When required by scope, additional orientation shall include fall protection, energy isolation/lock-out/tag-out (LOTO), confined space, hot work permit, security requirements, and similar project safety requirements.
2. Copies of orientation documents shall be provided to the Authority Project Manager within 72 hours upon request.

I. TRAFFIC & PARKING

The Contractor shall ensure that all Contractor vehicles, including those of their subcontractors, suppliers, vendors and employees are parked in designated parking areas, personal vehicles shall be parked in the employee parking lot, work vehicles required in the maintenance area of a bus base shall be identified by company name and/or logo, covered by the company insurance, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots. Vehicles without appropriate company name and logo are considered personal vehicles and not allowed in the maintenance area of the bus base.

J. GENERAL PROVISIONS

1. The Contractor shall provide all necessary tools, equipment, and related safety protective devices to execute the scope of work in compliance with Authority's HSEC requirements, CCR Title 8 Standards, and recognized safe work practices.
2. The Contractor shall immediately notify the Authority's Project Manager whenever local, state or federal regulatory agency personnel are identified as being onsite.
3. The Authority HSEC 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 pre-planned and performed, and safe conditions shall be maintained during the course of this work scope.
4. The Contractor shall specifically acknowledge that it has primary responsibility to prevent and correct all health, safety and environmental

hazards for which it and its employees, or its subcontractors (and their employees) are responsible. The Contractor shall further acknowledge their expertise in recognition and prevention of hazards in the operations for which they are responsible, that the Authority may not have such expertise, and is relying upon the Contractor for such expertise. The Authority retains the right to notify the Contractor of potential hazards and request the Contractor to evaluate and, as necessary, to eliminate those hazards.

5. The Contractor shall instruct all its employees, and all associated subcontractors under contract with the Contractor who work on Authority property in the recognition, identification, and avoidance of unsafe acts and/or conditions applicable to its work.
6. California Code of Regulations (CCR) Title 8 Standards are minimum requirements, and each Contractor is encouraged to exceed minimum requirements. When the Contractor safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of the public and workers.

1.2 ENVIRONMENTAL REQUIREMENTS

- A. The Contractor shall comply with Federal, State, county, municipal, and other local laws and regulations pertaining to the environment, including noise, aesthetics, air quality, water quality, contaminated soils, hazardous waste, storm water, and resources of archaeological significance. Expense of compliance with these laws and regulations is considered included in the agreement. Contractor shall provide water used for dust control, or for pre-wetting areas to be paved, as required; no payment will be made by OCTA for this water.
- B. The Contractor shall prevent pollution of storm drains, rivers, streams, irrigation ditches, and reservoirs with sediment or other harmful materials. Fuels, oils, bitumen, calcium chloride, cement, or other contaminants that would contribute to water pollution shall not be dumped into or placed where they will leach into storm drains, rivers, streams, irrigation ditches, or reservoirs. If operating equipment in streambeds or in and around open waters, protect the quality of ground water, wetlands, and surface waters.
- C. The Contractor shall protect adjacent properties and water resources from erosion and sediment damage throughout the duration of the contract. Contractor shall comply with applicable NPDES permits and Storm Water Pollution Prevention Plan (SWPPP) requirements.
- D. Contractor shall comply with all applicable EPA, Cal EPA, Cal Recycle, DTSC, SCAQMD, local, state, county and city standards, rules and regulations for hazardous and special waste handling, recycling and/ disposal. At a minimum, Contractor shall ensure compliance where applicable with SCAQMD Rule 1166, CCR Title 8, Section 5192, 29 CFR Subpart 1910.120, 49 CFR Part 172, Subpart H, 40 CFR Subpart 265.16 and CCR Title 22 Section 6625.16. Contractor shall provide OCTA a schedule of all hazardous

waste and special or industrial waste disposal dates in advance of transport date. Only authorized OCTA personnel shall sign manifests for OCTA generated wastes. Contractor shall ensure that only current registered transporters are used for disposal of hazardous waste and industrial wastes. The Contractor shall obtain approval from OCTA for the disposal site locations in advance of scheduled transport date.

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 property.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work. An immediate verbal notice followed by a written incident investigation report shall be submitted to 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, 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 and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA

1.4 PERSONAL PROTECTIVE EQUIPMENT

Contractors, and all associated subcontractors, vendors and suppliers are required to provide their own personal protective equipment (PPE), including eye, head, foot, and hand protection, respirators, reflective safety vests, and all other PPE required to perform their work safely on Authority projects.

1.5 LANGUAGE REQUIREMENTS

The Contractor for safety reasons shall ensure employees that do not read, or understand English, shall have a bilingual supervisor or foreman when on the Authority property or projects.

1.6 WARNING SIGNS AND DEVICES

The Contractor shall provide signs, signals, and/or warning devices to be visible when and where a hazard exists. Signs, signals, and/or warning devices shall be removed when the hazard no longer exists.

1.7 REFERENCES

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

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: