

DRAFT REQUEST FOR PROPOSALS (RFP) 1-3216

PACIFIC SURFLINER SOCIAL MEDIA AND PASSENGER COMMUNICATIONS



**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:	February 16, 2021
Pre-Proposal Conference Date:	February 24, 2021
Question Submittal Date:	February 25, 2021
Proposal Submittal Date:	March 10, 2021
Interview Date:	March 31, 2021

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February 16, 2021

NOTICE OF REQUEST FOR PROPOSALS

(RFP): 1-3216: "PACIFIC SURFLINER SOCIAL MEDIA AND PASSENGER COMMUNICATIONS"

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 digital marketing services, including content development, strategic planning, and account management of the official Pacific Surfliner social media platforms. The budget for this effort is \$200,000 for a one (1)-year initial term.

Proposals must be received in the Authority's URL link below at or before 2:00 p.m. on March 10, 2021.

Proposals must be submitted electronically through the following URL link: [https://www.octa.net/Proposal Upload Link](https://www.octa.net/Proposal_Upload_Link) at or before 2:00 p.m. on March 10, 2021. Select "RFP 1-3216" from the drop-down menu and follow the instructions as prompted.

PLEASE NOTE:

Hard copy proposal submission will not be accepted for this RFP. Proposals must be submitted electronically at the link stated above and by the date and time as indicated.

Proposals and amendments to proposals received after the date and time specified above will be rejected.

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

All firms interested in doing business with the 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 1-3216, 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 on February 24, 2021, at 11:00 a.m. via teleconference only.

****IN-PERSON ATTENDANCE IS NOT AVAILABLE***

A pre-proposal conference will be held via Skype teleconference on February 24, 2021 at 11:00 a.m. The specific call-in number for this conference is 1 (714) 558-5200 Conference ID: 6899016. The conference will begin promptly at 11:00 a.m. Callers are requested to dial in and mute the call.

The Authority has established March 31, 2021, 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 February 24, 2021, at 11:00 a.m. via teleconference only.

IN-PERSON ATTENDANCE IS NOT AVAILABLE

This pre-proposal conference will be open for attendance via teleconference only. The specific call-in number for this conference is 1 (714) 558-5200 Conference ID: 6899016. The conference will begin promptly at 11:00 am. Callers are requested to dial in and mute the call.

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:

Agueda Perez, Contract Administrator
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560. 5627, Fax: 714.560.5792
Email: aperez@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 via email to aperez@octa.net no later than 5:00 p.m., on February 25, 2021.
- b. Requests for clarifications, questions and comments must be clearly labeled, "RFP 1-3216 Written Questions". 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 March 4, 2021. Offerors may download responses from CAMM NET at <https://cammmnet.octa.net>, or request responses be sent via U.S. Mail by emailing or faxing the request to Agueda Perez, 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:
Advertising
Communications Marketing
Services

Inquiries received after 5:00 p.m. on February 25, 2021 will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be submitted electronically through the following URL link: <https://www.octa.net/Proposal Upload Link> at or before 2:00 p.m. on March 10, 2021. Select “RFP 1-3216” from the drop-down menu and follow the instructions as prompted.

PLEASE NOTE:

Hard copy proposal submission will not be accepted for this RFP. Proposals must be submitted electronically at the link stated above and by the date and time as indicated.

2. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to issue a new RFP for the project.
- d. The Authority reserves the right to postpone proposal openings for its own convenience.
- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
- f. The Authority reserves the right to investigate the qualifications of

any Offeror, and/or require additional evidence of qualifications to perform the work.

- g. Submitted proposals are not to be copyrighted.

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 a firm-fixed price contract specifying firm-fixed prices for individual tasks specified in the Scope of Work, included in this RFP as Exhibit A. The Agreement will be a one-year initial term, with two, one-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

SECTION II. PROPOSAL CONTENT

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. Charts and schedules may be included in 11"x17" 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 Agueda Perez, 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 tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.
- (3) Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project by individual task.
- (4) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (5) 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 tasks specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- (3) Furnish a project schedule for completing the tasks in terms of elapsed weeks.
- (4) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.

- (5) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (6) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

d. Exceptions/Deviations

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

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

e. Public Records Act Indemnification

Proposals received by Authority are subject to the California Public Records Act, Government Code section 6250 et seq. (the "Act"), except as otherwise provided in the Act. Proposers should familiarize

themselves and exceptions thereto. In no event shall the Authority or any of its agents, representatives, consultants, directors, officers, or employees be liable to a Proposer for the disclosure of any materials or information submitted in response to the RFP. Proposers must complete and sign the Exhibit H, Public Records Act Indemnification – Proposal Documents, and submit it with the proposal. Failure to complete Exhibit H may cause the proposal to be deemed non-responsive to this RFP and may no longer continue in the evaluation process.

If a California Public Records Act request is received by Authority for the release of information identified by Proposer as propriety, trade secret, or confidential, the request will be referred to Proposer for review and consideration. If Proposer requests that the information be withheld from release, Proposer shall provide such request in writing with the legal basis under the Act for each requested withholding. Failure to notify the Authority in writing of its desire to withhold the records within three business days and/or to timely provide a legal basis for the withholding of documents, regardless of any marking or designation of such documents, shall constitute a waiver of any claims Proposer may have had related to such disclosure.

Authority will review the request, determine if the disclosure of the records is required by law, and notify Proposer of such determination. If Authority determines that the disclosure of records is required by law, Authority will notify Proposer of such determination and provide Proposer the opportunity to seek a protective order or other appropriate legal relief to protect the records.

Proposer shall defend and hold harmless Authority from any legal action arising from such withholding, as further detailed in Exhibit H, Public Records Act Indemnification – Proposal Documents.

4. Cost and Price Proposal

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

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

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.

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.

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.

4. Public Records Act Indemnification Form

Offerors shall complete and sign the form entitled “Public Records Act Indemnification” provided in this RFP and submit it as part of the original proposal. Proposers must complete and sign either Option 1 or Option 2 whichever applies.

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 tasks; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.
- 4. Cost and Price 20%**

Reasonableness of the total price as well as the individual tasks; 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 March 31, 2021, 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 Social Media Marketing and Passenger Communications

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 social media marketing and passenger communications program for the Amtrak Pacific Surfliner.

The LOSSAN Rail Corridor Agency wishes to contract with a strategic marketing firm to provide services related to social media marketing and digital communications as needed for the purpose of:

- Supporting ridership objectives (for example, recovering ridership lost during the COVID-19 pandemic and increasing ridership among key audiences)
- Establishing positive brand associations and visibility of the Pacific Surfliner
- Promoting loyalty, encouraging repeat usage, and improving the return on investment for marketing activities
- Promoting visibility of the Pacific Surfliner through key influencers to promote consumer purchase decisions within communities served
- Better defining audiences and delivering targeted marketing messages to promote long-term relationships and increase customer lifetime value
- Enhancing customer service by proactively serving up relevant information and also encouraging two-way dialogue between customers and the Pacific Surfliner brand
- Supporting ongoing communication and marketing efforts

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, creative services, public relations, videography, and advertising.

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 (pre-COVID). Outside of temporary service reductions in place due to the COVID-19 pandemic, there are twenty-six (26) 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-seven (27) stations between San Diego and San Luis Obispo.

The LOSSAN Agency promotes 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. OVERVIEW

The project shall achieve the continued enhancement and implementation of a robust social media marketing program that delivers timely and relevant information including passenger communications, promotions, upcoming events, and news. Goals of the program include driving website traffic and ticket bookings among current and potential customers, connecting with and engaging those who have indicated an interest in train travel, enhancing the perception of the Pacific Surfliner service, and more.

Throughout the project, Consultant shall provide strategic support in various areas including the following:

- Strategic planning
- Development/refinement and implementation of specialized social marketing programs
 - o Crisis communications
 - o Influencer engagement
 - o Partnerships
- Content planning and development / digital storytelling
 - o Evergreen and promotional activities
 - o Seasonal marketing effort support
 - o Passenger communications
 - o Premium content
- Community management
- Paid media
- Reporting and optimization

IV. DEFINITION AND SCOPE

The Consultant shall complete the following tasks and specific deliverables required for each phase of the project.

Task 1 – Strategic Planning

Review the Pacific Surfliner social media marketing program and recommend adjustments to improve the ability to develop long-term relationships with fans and attract potential customers. Social media channels supplement marketing programs by driving website traffic, increasing ticket bookings, and encouraging two-way dialogue between customers and the brand. A quarterly update will provide recommendations for the overarching strategy as well as identify areas of opportunity. This includes:

- Emerging platforms, technology, assets, and/or content types that will boost the reach and engagement of Pacific Surfliner messages.
- Opportunities to grow Pacific Surfliner social channels via integrations on-board the train, at the stations, through partners, etc.
- Short-term and long-term improvements along with the level of effort required and how to implement them.
- Trends in the travel industry, including key motivators for travel, concerns to address, and opportunities for promoting the Pacific Surfliner.

Task 1 Deliverables:

1. Detailed quarterly strategic planning document with actionable recommendations for improving the social program through technology, new platforms, best practices, etc.
2. Quarterly analysis of two to three related social media programs (in the travel industry, rail transportation, etc.) to discover trends, effective content, etc., presented as a report

Task 2 – Development/Refinement and Implementation of Specialized Social Marketing Programs

Produce, enhance, and implement robust social media marketing programs that help establish long-term relationships with fans and attracts potential customers. Social media channels supplement marketing programs by driving website traffic, increasing ticket bookings, communicating important information to travelers, and encouraging two-way dialogue between customers and the brand.

Provide ongoing strategic support with the following:

- Build on the existing “always on” social media marketing program to grow channels, increase engagement, extend the reach of messages, and drive traffic to PacificSurfliner.com. Sections include:
 - o Distribution (paid media, partner integration)
 - o Content strategy. Existing content includes:
 - Branding/Awareness: Scenic photos and videos of the train, specialized videography (time-lapse, drone, etc.), behind the scenes
 - Education: News/service information, onboard amenities, safety updates and tips, riding tips

- Incentives/Inspiration: Discounts, influencer content, trip ideas, events
- Engagement: Photos and videos paired with a question or call to action that spark positive conversations about the Pacific Surfliner and foster enthusiasm for the service
- Recommend opportunities for extending the reach of Pacific Surfliner messages for both evergreen content and promotional/seasonal marketing effort.
- Leverage existing Pacific Surfliner photo and video assets, and provide recommendations for and/or assistance in sourcing additional photography and videography relative to content
- Regularly analyze performance to determine possible improvements to the overall strategy.

In addition, lead the development and implementation of specialized programs that shall leverage social channels and complement ongoing marketing activities:

- Crisis Communications: Work closely with LOSSAN Agency staff to update the existing plan that has been established to guide critical communication efforts in the event of a natural disaster or unforeseen event. Determine areas to expand upon based on current events.
- Influencer Engagement: Establish a framework to guide influencer campaigns, leveraging the reach and unique perspective of local influencers to showcase the Pacific Surfliner experience to relevant audiences. Research relevant influencers along the LOSSAN Rail Corridor and work with the LOSSAN Agency's Public Relations vendor to engage them throughout the year. Pacific Surfliner travel can be traded for coverage (including social posts, photos, and articles) by qualified influencers. Ensure coverage is accurate, positive, and has a high reach.
- Partnerships: Create, manage, and execute social media co-op campaigns with relevant partners to extend Pacific Surfliner messages, generate interest in the service among target audiences, and build brand equity.

Task 2 Deliverables:

1. Ongoing twelve (12)-month calendar of planned social media activities that will complement marketing campaigns centered around promotions, local events, and service impacts.
2. Distribution plan to augment social engagement and blog readership, including a paid media schedule (with target audiences, budgets, etc.) and procedures for identifying and repurposing popular content
3. Updated/expanded crisis communications plan
4. Overarching influencer engagement strategy document
5. At least six (6) high-quality influencer partnerships resulting in positive exposure for the Pacific Surfliner

6. At least four (4) co-op campaigns with partners along the corridor. Develop a toolkit for each partner with customized messaging, related photos, and pertinent links and/or copy points.

Task 3 – Content Planning and Development / Digital Storytelling

Work with the in-house marketing team to develop engaging and relevant stories and posts for social media that educate and inspire fans while growing customer base and cultivating user loyalty.

In addition to original, standalone social posts, the firm shall also collaborate with the in-house marketing team to expertly craft long-form, evergreen articles for the Pacific Surfliner blog that motivate action among readers and also reflect the personality, vision, and values of the brand.

The Consultant shall be responsible for writing compelling copy, providing editorial direction, and executing deliverables. Existing Pacific Surfliner marketing assets may be leveraged to build posts that share continuity with existing content, however, the Consultant should also make adjustments to improve creative and optimize for each channel (Facebook, Twitter, Instagram). Features such as Instagram Stories should be leveraged to broaden the content mix.

Marketing efforts shall focus on promoting distinct features of Pacific Surfliner, including the onboard experience, iconic scenery, and beloved destinations. Customer communications shall focus on consumer-centric messaging ranging from relevant travel tips to critical service advisories and train status information.

In addition, the Consultant shall assist in providing on-demand digital design and development services to support the social media marketing program, which may include graphics, video and animation with the following deliverables:

- Job delivery – May include web page design, programming, maintenance, animation, video editing, photo editing, and any other deliverables deemed necessary. Any design assets should be packaged for future design needs, including high resolution JPGs, fonts, and links.
- Timeframe – Many projects will have appropriate timelines. However, in some cases, projects will require same-day delivery, so the availability of the Consultant will be necessary.

Task 3 Deliverables:

1. A calendar of proposed social media topics for a twelve (12)-month period following the social media strategy
2. Monthly: Eight (8) evergreen social media posts (copy, imagery, implementation, standard post types) to support the content calendar, optimized across channels (variations for Facebook, Twitter, and Instagram) (96 annually)
3. Monthly: One (1) evergreen blog post (copy, imagery, implementation) supporting the content calendar (12 annually)

4. Monthly: Two (2) premium pieces of content (specialized ad, poll, video story, social media stickers, etc.) (24 annually).

Task 4 – Community Management

Work with the LOSSAN Agency to engage with current and potential riders on social media, fostering two-way dialogue to strengthen the relationship between customers and the brand, answer questions, and address concerns. Activities may include:

- Analyzing common questions and complaints from Pacific Surfliner channels, and recording responses via a working reference document.
- Engage with individuals posting about the Pacific Surfliner on social media through hashtags or tagged locations (proactive messaging). Interact with users who shared nice photos or stories of the experience and get permission to share on Pacific Surfliner channels
- Gather relevant photos and stories from various social media platforms that can be shared on Pacific Surfliner accounts

Task 4 Deliverables:

1. Community management procedures document that determines how the firm supports the LOSSAN Agency on proactive and reactive messaging, as well as elevating and documenting interactions.
2. Database of common questions and comments and subsequent responses.
3. Thoughtfully engage with at least thirty (30) individuals each month on various platforms who are posting about the Pacific Surfliner via hashtags or tagged locations (but not on Pacific Surfliner channels).
4. Build a library of permission-based user generated photography. Engage with at least twenty (20) individuals each month on various platforms to ask for permission to share photos on Pacific Surfliner accounts. Photos should be downloaded and appropriately organized and easily accessible.

Task 5 – Paid Media

Develop monthly advertising plans to extend the reach of Pacific Surfliner messages among relevant audiences. Activities may include:

- Provide recommendations for enhancing the setup of the advertising accounts (conversion tracking, audiences, reporting, etc.)
- Research and recommend new advertising avenues on social platforms that are not currently in use by the LOSSAN Agency.
- Provide a monthly plan with strategy, audience targeting, creative and messaging for advertising on social media channels. Implement and optimized approved plans, and provide reporting on a monthly basis.
- Extend the reach and boost engagement of posts with an ongoing media spend on corresponding social media channels.

Task 5 Deliverables:

1. Monthly advertising plan that identifies top-performing organic social posts that should get extra exposure, as well as target audiences, timelines, and budgets.

Include recommendations for advertising placements and/or formats that could provide added exposure, such as Instagram Stories or Instant Experiences on Facebook.

2. At least one (1) optimized advertising placement for social media each month (12 annually). For example, crafting messages, gathering images, and building the ad for an Instant Experience on Facebook.

Task 6 – Reporting and Optimization

Regularly evaluate performance of social media channels and identify opportunities to improve engagement (reach, organic interactions, etc.). Provide reports for the LOSSAN Agency that provides a monthly snapshot of social activity, which may include:

- Summary of key performance metrics, including both organic reach, impressions, interactions (likes, comments, shares, link clicks), as well as paid activity/expenditures
- Summary of most effective types of posts, times of day, frequency, post length, etc.
- Call out most successful posts with recommendations for repurposing / re-sharing / boosting with paid advertising
- Samples of fan engagement (comments, dialogue with the Pacific Surfliner brand, etc.)
- Recommend opportunities for improvement

Raw data shall be captured on a channel level and post level to document detailed performance metrics. This document shall be well-organized and easy to update with new rows of data on a monthly basis, with summary tables that update automatically.

Task 6 Deliverables:

1. Comprehensive monthly report with a summary of key metrics, most effective posts, and opportunities for improvement
2. Rolling document with raw data from social media channels (number of fans/followers, number of posts, organic and paid reach and impressions, interactions, etc.)

SCHEDULE

LOSSAN requires that all of the deliverables of the project be completed within twelve (12) months of the initial project meeting.

PROGRAM MANAGEMENT

The LOSSAN Senior Marketing Specialist will be the key contact for the Consultant and will direct the Consultant's work efforts. The Consultant shall be responsible for implementing the tasks described in the Scope of Work under the direction of the Senior Marketing Specialist. The Senior Marketing Specialist shall form, and be a part of, an

internal project team to assist in providing project direction. All jobs performed by the Consultant will require a cost estimate within two (2) days of project requests and the prior approval from the Senior Marketing Specialist 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 the Consultant's personnel under this project shall be subject to the LOSSAN Agency's written approval.

The Consultant shall invoice the LOSSAN Agency based on the percentage of each task completed on a monthly basis.

If necessary to complete the requirements of the scope of work, Consultant shall license direct with vendors to access and obtain necessary tools and utilities. All invoicing pertaining to any license agreement shall be managed by the Consultant. LOSSAN shall be listed as an "additional user" on any license agreements. At the end of the term (or earlier), the Consultant shall assign/transfer all its rights to the license agreement to LOSSAN at no additional charge.

CONTRACT PERIOD

The contract period will be for one (1)-year initial term – starting May 31, 2021, with two (2) one (1)-year option terms.

V. 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.

In 2020, strategic marketing and communications activities were adapted to align with reduced service levels and promote public informational messages related to health and safety in response to the novel coronavirus (COVID-19) pandemic. The LOSSAN Agency paused traditional marketing efforts and limited all paid advertising, achieving significant cost savings. The resulting \$1.2 million carry over funded Fiscal Year (FY) 20-21 marketing efforts, which reduced the subsidy needed from the State.

As conditions continue to evolve and travel demand rebounds, promotional marketing efforts are anticipated to resume with "travel allowed" service messages evolving into "travel encouraged" campaigns designed to build confidence in the Pacific Surfliner service and ultimately drive customers to PacificSurfliner.com and various Amtrak points of sale to purchase tickets and support ridership and revenue objectives. Remaining agile and continuing to effectively address evolving public health concerns, various service

scenarios, and public sensitivities will be critical to recovering ridership in the years following the pandemic.

The focus of the FY 2021-22 and FY 2022-23 marketing plan is to support key priorities outlined in the Business Plan, as well as engage in the marketing activities listed below.

Marketing Strategies and Programs

Novel coronavirus recovery

In March 2020, LOSSAN staff responded to the novel coronavirus (COVID-19) crisis by shifting strategies and tactics from promoting ridership and investing in advertising campaigns to executing crisis communications and public information campaigns. In anticipation of service reentry and recovery, a phased approach to marketing and communications was developed related to various travel demand and service level scenarios. The initial phase aligned with crisis response during statewide travel restrictions in spring 2020. Phase 2 followed in the summer as stay-at-home orders were lifted and conditions evolved with some segments of the public returning to work along with the reopening of various businesses. The final phase focuses on a return to promoting ridership when travel demand and economic activity increases, aligning with Pacific Surfliner service restoration. Personal safety and comfort while traveling will remain top priorities for travelers, making it critical to build consumer confidence in the Pacific Surfliner brand as well as establish a strategic foundation for restoring ridership.

Strengthening the Pacific Surfliner brand

LOSSAN Agency staff continues 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 also works to define all aspects of the brand, building upon 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 helps 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 are 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 helps boost marketing productivity.

Customer retention

The LOSSAN Agency's marketing efforts 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 identifies target markets and develops strategic campaigns to drive tangible outcomes (email acquisition, engagement with content, trial usage, promotional redemption). The LOSSAN Agency also pilots new channels and refines current efforts to more effectively reach existing audiences and new markets while building long-term customer relationships.

Passenger communications

The LOSSAN Agency continues to expand and improve access to informational messaging and critical passenger updates through the Pacific Surfliner website and Twitter account for passengers in transit and during trip planning. Relaying timely information and engaging in active social media monitoring and response helps enhance customer satisfaction. It is also critical in the event of major disruptions to help alleviate customer frustration and manage consumer expectations.

Public relations

The LOSSAN Agency develops and implements 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. Efforts also include working with bloggers and online influencers to promote visibility and awareness of the Pacific Surfliner. Successful public relations campaigns help support service announcements as the LOSSAN Agency works with media to highlight continuous efforts to provide a safe form of public transportation and restore operations. In addition to increasing the Pacific Surfliner's overall presence, public relations efforts 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 continues 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. In the wake of COVID-19, it is important to work with tourism partners to assess customer sentiment and willingness to travel.

Branding and awareness

Ongoing campaigns are 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, and the comfort and convenience of onboard amenities. Paid advertising also supports informational campaigns that are developed and implemented to adapt to evolving service levels, public health concerns, travel demand, and public sensitivities.

Advertising campaigns and direct marketing

As service levels are restored, staff will plan and implement short- and long-term integrated advertising and outreach campaigns to increase market share and drive customers to Amtrak points of sale. 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 restoration of service, as well as any other improvements that are implemented to help rebuild ridership.

Pacific Surfliner website

The PacificSurfliner.com website continues to provide an online destination for users to discover, plan, and book trips by train. The main purpose of the website is to capture traffic and drive users to Amtrak points of sale for ticketing. 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. 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. The LOSSAN Agency will continue efforts to enhance the online experience by implementing website features designed to increase user engagement and booking transactions. The PacificSurfliner.com website is also valuable as it provides localized information that is not readily available on Amtrak.com. For instance, it includes critical Pacific Surfliner service updates, route-specific content, and resources to aid trip planning.

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. The program includes 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. It will be key to work with the community to support economic activity along the corridor by continuing to connect Southern California for business and tourism.

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 continues to develop analytics to demonstrate return on investment, provide audience insight and help inform future marketing activities. LOSSAN Agency staff also works with Amtrak to improve reporting in order to better reconcile marketing efforts with Amtrak sales data, and gain insight to optimize future marketing strategies. Staff will continue to build on learnings and continue to monitor and adjust accordingly as new post-pandemic trends emerge.

EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET

REQUEST FOR PROPOSALS (RFP) 1-3216

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

Initial Term: Effective through May 31, 2022

<u>Task</u>	<u>Description</u>	<u>Fully-burdened Firm-Fixed Price</u>
1	Strategic Planning	\$_____
2	Development/Refinement and Implementation of Specialized Social Marketing Programs	\$_____
3	Content Planning and Development/Digital Storytelling	\$_____
4	Community Management	\$_____
5	Paid Media	\$_____
6	Reporting and Optimization	\$_____
Total Firm-Fixed Price		\$_____

REQUEST FOR PROPOSALS (RFP) 1-3216

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

Option Year One: June 1, 2022 through May 31, 2023

<u>Task</u>	<u>Description</u>	<u>Fully-burdened Firm-Fixed Price</u>
1	Strategic Planning	\$_____
2	Development/Refinement and Implementation of Specialized Social Marketing Programs	\$_____
3	Content Planning and Development/Digital Storytelling	\$_____
4	Community Management	\$_____
5	Paid Media	\$_____
6	Reporting and Optimization	\$_____
Total Firm-Fixed Price		\$_____

REQUEST FOR PROPOSALS (RFP) 1-3216

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

Option Year Two: June 1, 2023 through May 31, 2024

<u>Task</u>	<u>Description</u>	<u>Fully-burdened Firm-Fixed Price</u>
1	Strategic Planning	\$_____
2	Development/Refinement and Implementation of Specialized Social Marketing Programs	\$_____
3	Content Planning and Development/Digital Storytelling	\$_____
4	Community Management	\$_____
5	Paid Media	\$_____
6	Reporting and Optimization	\$_____
Total Firm-Fixed Price		\$_____

1. I acknowledge receipt of RFP 1-3216 and Addenda No.(s) _____

2. This offer shall remain firm for _____ days from the date of proposal
(Minimum 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR

DATE SIGNED

EXHIBIT C: PROPOSED AGREEMENT

1 **PROPOSED AGREEMENT NO. L-0-0016**

2 **BETWEEN**

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

4 **AND**

5 _____
6
7 **THIS AGREEMENT** is made and entered into this ____ day of _____, 2021 ("Effective Date"),
8 by and between the Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency, 550 South Main
9 Street, P.O. Box 14184, Orange, California 92863-1584, a joint powers authority of the State of California
10 (hereinafter referred to as "AGENCY"), and (hereinafter referred to as "CONSULTANT").

11 **WITNESSETH:**

12 **WHEREAS**, AGENCY requires assistance from CONSULTANT to provide digital marketing
13 services, including content development, strategic planning, and account management of official Pacific
14 Surfliner social media platforms; and

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

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

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

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

21 **ARTICLE 1. COMPLETE AGREEMENT**

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

EXHIBIT C

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

ARTICLE 2. AGENCY DESIGNEE

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

ARTICLE 3. SCOPE OF WORK

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

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

Names

Functions

C. No person named in paragraph B of this Article, or his/her successor approved by AGENCY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or level of commitment hereunder be changed, without the prior written consent of AGENCY. Should the services of any key person become no longer available to CONSULTANT, the resume and qualifications of the proposed replacement shall be submitted to AGENCY for approval as soon as possible, but in no event

1 later than seven (7) calendar days prior to the departure of the incumbent key person, unless
2 CONSULTANT is not provided with such notice by the departing employee. AGENCY shall respond to
3 CONSULTANT within seven (7) calendar days following receipt of these qualifications concerning
4 acceptance of the candidate for replacement.

5 **ARTICLE 4. TERM OF AGREEMENT**

6 A. This Agreement shall commence upon execution by both parties, and shall continue in full
7 force and effect through May 31, 2022 (Initial Term), unless earlier terminated or extended as provided
8 in this Agreement.

9 B. AGENCY, at its sole discretion, may elect to extend the term of this Agreement up to an
10 additional twelve (12) months, and continuing from June 1, 2022 through May 31, 2023
11 (First Option Term), and thereupon require CONSULTANT to continue to provide services, and otherwise
12 perform, in accordance with Exhibit A, entitled "Scope of Work," and at the rates set forth in Article 5,
13 "Payment."

14 C. AGENCY, at its sole discretion, may elect to extend the term of this Agreement up to an
15 additional twelve (12) months, and continuing from June 1, 2023 through May 31, 2024
16 (Second Option Term), and thereupon require CONSULTANT to continue to provide services, and
17 otherwise perform, in accordance with Exhibit A, entitled "Scope of Work," and at the rates set forth in
18 Article 5, "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 from
22 commencement through May 31, 2024, which period encompasses the Initial Term, First Option Term
23 and Second Option Term.

24 **ARTICLE 5. PAYMENT**

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

EXHIBIT C

shall pay CONSULTANT on a firm-fixed price basis in accordance with the following provisions.

B. The following schedule shall establish the firm-fixed payment to CONSULTANT by AGENCY for each work task set forth in the Scope of Work. The schedule shall not include any CONSULTANT expenses not approved by AGENCY, including, but not limited to reimbursement for local meals.

<u>Tasks</u>	<u>Description</u>	<u>Firm-Fixed Price</u>
1	Strategic Planning	\$0.00
2	Development/Refinement and Implementation of Specialized Social	
	Marketing Programs	\$0.00
3	Content Planning and Development/Digital Storytelling	\$0.00
4	Community Management	\$0.00
5	Paid Media	\$0.00
6	Reporting and Optimization	<u>\$0.00</u>
TOTAL FIRM-FIXED PRICE PAYMENT		<u>\$ 0.00</u>

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

D. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in duplicate to AGENCY's Accounts Payable office. CONSULTANT may also submit invoices electronically to AGENCY's Accounts Payable Department at vendorinvoices@octa.net. Each invoice shall be accompanied by the monthly progress report specified in paragraph C of this Article. AGENCY shall

1 remit payment within thirty (30) calendar days of the receipt and approval of each invoice. Each invoice
2 shall include the following information:

- 3 1. Agreement No. L-0-0016;
- 4 2. Specify the task number for which payment is being requested;
- 5 3. The time period covered by the invoice;
- 6 4. Total monthly invoice (including project-to-date cumulative invoice amount);
- 7 5. Monthly Progress Report;
- 8 6. Certification signed by the CONSULTANT or his/her designated alternate that a)
9 The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup
10 information included with the invoice is true, complete and correct in all material respects; c) All payments
11 due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to
12 subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The
13 invoice does not include any amount which CONSULTANT intends to withhold or retain from a
14 subcontractor or supplier unless so identified on the invoice.
- 15 7. Any other information as agreed or requested by AGENCY to substantiate the
16 validity of an invoice.

17 **ARTICLE 6. MAXIMUM OBLIGATION**

18 Notwithstanding any provisions of this Agreement to the contrary, AGENCY and CONSULTANT
19 mutually agree that AGENCY's maximum cumulative payment obligation (including obligation for
20 CONSULTANT's profit) shall be _____ Dollars (\$_____.00) which shall include all
21 amounts payable to CONSULTANT for its subcontracts, leases, materials and costs arising from, or due
22 to termination of, this Agreement.

23 **ARTICLE 7. NOTICES**

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

addressed as follows:

To CONSULTANT:

To AGENCY:

Los Angeles-San Diego-San Luis Obispo Rail

Corridor Agency

550 South Main Street

P.O. Box 14184

Orange, California 92863-1584

ATTENTION:

ATTENTION: Agueda Perez

Contract Administrator

(714) 560 - 5627

aperez@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

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

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

ARTICLE 9. INSURANCE

A. CONSULTANT shall procure and maintain insurance coverage during the entire term of this Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. CONSULTANT

shall provide the following insurance coverage:

1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, and Personal Injury Liability, and Property Damage with a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

2. Automobile Liability Insurance to include owned, hired and non-owned autos with a combined single limit of \$1,000,000.00 each accident;

3. Workers' Compensation with limits as required by the State of California including a waiver of subrogation in favor of AGENCY, its officers, directors, employees or agents; and

4. Employers' Liability with minimum limits of \$1,000,000.00.

B. Proof of such coverage, in the form of a certificate of insurance, with the AGENCY, its officers, directors, employees and agents, designated as additional insureds as required by contract. In addition, provide an insurance policy blanket additional insured endorsement. Both documents must be received by AGENCY prior to commencement of any work. Proof of insurance coverage must be received by AGENCY within ten (10) calendar days from the effective date of this Agreement. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by AGENCY. Furthermore, AGENCY reserves the right to request certified copies of all related insurance policies.

C. CONSULTANT shall include on the face of the Certificate of Insurance the Agreement No. L-0-0016; and, the Contract Administrator's Name, Agueda Perez.

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

E. CONSULTANT shall be required to immediately notify AGENCY of any modifications or cancellation of any required insurance policies.

ARTICLE 10. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:

(1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 1-3216; (3) CONSULTANT's proposal dated _____; (4) all other documents, if any, cited

1 herein or incorporated by reference.

2 **ARTICLE 11. CHANGES**

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

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

13 **ARTICLE 12. DISPUTES**

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

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

25 **ARTICLE 13. TERMINATION**

26 A. AGENCY may terminate this Agreement for its convenience at any time, in whole or part, by

1 giving CONSULTANT written notice thereof. Upon said notice, AGENCY shall pay CONSULTANT its
2 allowable costs incurred to date of termination and those allowable costs determined by AGENCY to be
3 reasonably necessary to effect such termination. Thereafter, CONSULTANT shall have no further claims
4 against AGENCY under this Agreement.

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

14 **ARTICLE 14. INDEMNIFICATION**

15 CONSULTANT shall indemnify, defend, and hold harmless AGENCY, its officers, directors,
16 employees and agents from and against any and all claims (including attorneys' fees and reasonable
17 expenses for litigation or settlement) for any loss, costs, penalties, fines, damages, bodily injuries,
18 including death, damage to or loss of use of property, arising out of, resulting from, or in connection with
19 the performance of CONSULTANT, its officers, directors, employees, agents, subconsultants or suppliers
20 under the Agreement. Notwithstanding the foregoing, such obligation to defend, hold harmless, and
21 indemnify AGENCY, its officers, directors, employees and agents shall not apply to such claims or
22 liabilities arising from the sole or active negligence or willful misconduct of AGENCY.

23 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

24 A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by
25 CONSULTANT either voluntarily or by operation of law, nor may all or any part of this Agreement be
26 subcontracted by CONSULTANT, without the prior written consent of AGENCY. Consent by AGENCY

1 shall not be deemed to relieve CONSULTANT of its obligations to comply fully with all terms and
2 conditions of this Agreement.

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

<u>Subcontractor Name/Addresses</u>	<u>Subcontractor Amounts</u>
	\$0.00

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

12 CONSULTANT shall provide AGENCY, or other agents of AGENCY, such access to
13 CONSULTANT's accounting books, records, payroll documents and facilities, as AGENCY deems
14 necessary. CONSULTANT shall maintain such books, records, data and documents in accordance
15 with generally accepted accounting principles and shall clearly identify and make such items readily
16 accessible to such parties during CONSULTANT's performance hereunder and for a period of four (4)
17 years from the date of final payment by AGENCY. AGENCY's right to audit books and records directly
18 related to this Agreement shall also extend to all first-tier subcontractors identified in
19 Article 15 of this Agreement. CONSULTANT shall permit any of the foregoing parties to reproduce
20 documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

21 **ARTICLE 17. CONFLICT OF INTEREST**

22 CONSULTANT agrees to avoid organizational conflicts of interest. An organizational conflict
23 of interest means that due to other activities, relationships or contracts, CONSULTANT is unable, or
24 potentially unable, to render impartial assistance or advice to AGENCY; CONSULTANT's objectivity
25 in performing the work identified in the Scope of Work is or might be otherwise impaired; or
26 CONSULTANT has an unfair competitive advantage. CONSULTANT is obligated to fully disclose to

1 AGENCY in writing Conflict of Interest issues as soon as they are known to CONSULTANT. All
2 disclosures must be submitted in writing to AGENCY pursuant to the Notice provision herein. This
3 disclosure requirement is for the entire term of this Agreement.

4 **ARTICLE 18. CODE OF CONDUCT**

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

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

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

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

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

17 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

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

25 **ARTICLE 22. PROHIBITED INTERESTS**

26 CONSULTANT covenants that, for the term of this Agreement, no director, member, officer or

1 employee of AGENCY during his/her tenure in office or for one (1) year thereafter shall have any interest,
2 direct or indirect, in this Agreement or the proceeds thereof.

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

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

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

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

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

25 A. In lieu of any other warranty by AGENCY or CONSULTANT against patent or copyright
26 infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim

EXHIBIT C

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

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

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

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

EXHIBIT C

B. It is expressly understood that any title to preliminary technical data is not passed to AGENCY 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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1 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. L-0-0016 to be
2 executed as of the date of the last signature below.

3 **CONSULTANT**

4 **LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL**

5 **CORRIDOR AGENCY**

6 By _____

7 By _____

8 Donna DeMartino
9 Managing Director

10 Date: _____

11 Date: _____

12 APPROVED AS TO FORM:

13 By _____

14 James M. Donich
15 General Counsel

16 Date: _____

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

**EXHIBIT H: PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL
DOCUMENTS**

PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL DOCUMENTS

Offeror is required to submit one copy of the completed and signed form as part of its proposal and it should be included only in the original proposal. Offeror shall complete either Option 1 or Option 2 which ever applies.

Option #1: Public Records Act Indemnification Agreement

By signing below, the Proposer agrees as follows regarding its Proposal:

If Authority receives a Public Records Act request (Government Code sections 6250 et seq.) which seeks any portion of Proposer's proposal that the Proposer has marked as "confidential", "trade secret", "proprietary", "not subject to disclosure", or similar designation (the "PRA Documents"), the Authority will notify the Proposer of the request. The Proposer shall, within three business days of such notification from the Authority, inform the Authority as to whether it desires the PRA Documents to be withheld, and shall thereafter timely provide a legal basis for each such requested withholding. If the Authority determines to withhold the PRA Documents, Proposer shall indemnify and defend Authority from any and all costs or liabilities resulting from such withholding including, but not limited to, attorney fees and court costs.

Proposer shall pay all costs, immediately as they come due, pertaining to any action under the Public Records Act related to any portion of Proposer's proposal marked or designated as described above, and withheld by Authority. If the Proposer fails to notify the Authority in writing within three business days, or to timely provide a legal basis for the withholding of documents, Proposer agrees that Authority shall release and disclose Proposer records, notwithstanding any marking or designation of the PRA Documents.

In no case shall Authority be liable for any inadvertent disclosure of any Proposer proposal documents, or any disclosure made by Authority upon a good faith belief that disclosure is required by law, or in the event Proposer has failed to notify the Authority in writing of its desire to withhold the PRA Documents within three business days and/or to timely provide a legal basis for the withholding of documents, regardless of any marking or designation of such PRA Documents, and Proposer waives any claims it may have had related to such disclosure.

Official, legal name of Proposing Firm (Type or Print)

Contact Name: _____ (Print Name)

Title: _____

Signed by: _____

Date: _____

Option #2: Non-Applicability

This Proposer has not marked any portion of its proposal as "confidential", "trade secret", "proprietary", "not subject to disclosure", or similar designation.

Official, legal name of Proposing Firm (Type or Print)

Contact Name: _____ (Print Name)

Title: _____

Signed by: _____

Date: _____