

REQUEST FOR PROPOSALS (RFP) 250315

**PACIFIC SURFLINER SOCIAL MEDIA
MARKETING AND DIGITAL
MARKETING SERVICES**



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

Key RFP Dates

Issue Date: Monday, June 15, 2026

Question Submittal Date: Thursday, June 25, 2026

Proposal Submittal Date: July 9, 2026

Interview Date: August 4, 2026

SECTION I. INSTRUCTIONS TO OFFERORS

A. NOTICE OF REQUEST FOR PROPOSALS



NOTICE OF REQUEST FOR PROPOSALS

(RFP): 250315 “Pacific Surfliner Social Media Marketing and Digital Marketing Services”

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

On behalf of the Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Corridor Agency (Agency), the Orange County Transportation Authority (Authority) invites proposals from qualified consultants to provide social media marketing and digital marketing services for the LOSSAN Agency’s Pacific Surfliner. The budget for this project is \$450,000 for a one (1)-year initial term, with two, two (2)-year option terms.

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

Proposals must be submitted, electronically, through the [Authority's OpenGov Procurement portal](https://procurement.opengov.com/portal/octa/projects/252395), at <https://procurement.opengov.com/portal/octa/projects/252395> before the deadline of 2:00 pm on Thursday, July 9, 2026. Authority will not accept hard copy proposals for this RFP.

Offerors are instructed to submit a response to “**250315**” on the Authority's OpenGov Procurement portal, and follow the instructions as prompted to submit the proposal. The ability to submit a response will expire at the submittal deadline.

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

Firms interested in obtaining a copy of this Request for Proposals (RFP) may do so by downloading the RFP from the Authority's OpenGov Procurement portal.

All firms interested in doing business with the LOSSAN Agency are required to register with OpenGov Procurement and subscribe to the Authority's OpenGov Procurement portal.

To receive all further information regarding this RFP, firms and subconsultants must be registered on OpenGov Procurement and following this RFP on the [Authority's public OpenGov Procurement portal](#).

The Authority has established August 4, 2026, as the date(s) 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 state and/or local funds adequate to carry out the provisions of the proposed agreement including the identified Scope of Work.

B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA

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

D. AUTHORITY CONTACT

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

Gina Torres
Senior Contract Administrator
(714) 560-5566
gtorres@octa.net

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

E. CLARIFICATIONS

1. Examination of Documents

Should an Offeror require clarifications of this RFP, the Offeror shall submit such request for clarification or inquiry through the "Question and Answer" section of this RFP on the Authority's OpenGov Procurement portal prior to 2:00 pm on Thursday, June 25, 2026. 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 issued to this RFP on the Authority's OpenGov Procurement portal.

2. Submitting Requests

All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and received via the Authority's OpenGov Procurement portal before 2:00 pm, on Thursday, June 25, 2026.

3. Authority Responses

Responses from the Authority will be posted on the OpenGov Procurement portal at <https://procurement.opengov.com/portal/octa/projects/252395>.

To receive email notification of Authority responses when they are posted on the OpenGov Procurement portal, firms and subconsultants must be registered on OpenGov and following this RFP on the Authority's portal.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be received electronically through the Authority's OpenGov Procurement portal before 2:00 pm on Thursday, July 9, 2026.

Proposals received after the above-specified date and time or submitted in any manner other than as specified above will be returned to Offerors unopened.

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 with fully burdened labor rates and anticipated expenses for work specified in the scope of work, included in the RFP as Exhibit A. The Agreement will have a one (1)-year initial term, with two, two (2)-year option terms.

L. CONFLICT OF INTEREST

All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships or contracts, an Offeror is unable, or potentially unable to render impartial assistance or advice to the Authority; an Offeror's objectivity in performing the

work identified in the Scope of Work is or might be otherwise impaired; or an Offeror has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the Offeror's proposal.

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

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

M. CODE OF CONDUCT

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

N. OWNERSHIP OF RECORDS/PUBLIC RECORDS ACT

All proposals and documents submitted in response to this RFP shall become the property of the Authority and a matter of public record pursuant to the California Public Records Act, Government Code sections 7920.000 et seq. (the "Act"). Offerors should familiarize themselves with the provisions of the Act requiring disclosure of public information. Offerors are discouraged from marking their proposal documents as "confidential" or "proprietary."

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

Notwithstanding the above, all information regarding proposal responses may be held as confidential until such time as the evaluation has been completed; an award has been made by the Board of Directors or Authority Staff, as appropriate; and the contract has been fully negotiated.

O. STATEMENT OF ECONOMIC INTERESTS

The awarded Offeror (including designated employees and subconsultants) may be required to file Statements of Economic Interests (Form 700) in accordance with the Political Reform Act (Government Code section 81000 et seq.). This applies to individuals who make, participate in making, or act in a staff capacity for making governmental decisions. The AUTHORITY determines which individuals are required to file a Form 700, and if such determination is made,

the individuals must file Form 700s with the AUTHORITY's Clerk of the Board no later than 30 days after the execution of the Agreement, annually thereafter for the duration of the Agreement, and within 30 days of termination of the Agreement.

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

Proposals should not include any unnecessarily elaborate or promotional materials.

1. Letter of Transmittal*

The Letter of Transmittal shall 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. 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.
- d. Signature of a person authorized to bind Offeror to the terms of the proposal.
- e. Signed statement attesting that all information submitted with the proposal is true and correct.

*Response required

2. Qualifications, Related Experience and References to 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 provide:

Profile of Firm*

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.

*Response required

Firm's Financial Condition*

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.

*Response required

Firm's Experience*

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.

*Response required

Subcontractors*

Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.

*Response required

Lobbying or Advocating Services on Behalf of Offeror*

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.

*Response required

References*

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.

*Response required

Do you have a Dun & Bradstreet (DUNS) number? If so, enter it here.

Do you have an Unique Entity Identifier (UEI) number? If so, enter it here.

3. 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:

Identify Key Personnel*

Identify key personnel proposed to perform the work and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.

*Response required

Resumes of Key Personnel*

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.

*Response required

Adequacy of Labor Resources*

Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project.

*Response required

Project Organization Chart*

Provide a project organization chart, which clearly delineates communication/reporting relationships among the project staff.

*Response required

Key Personnel Availability*

Provide 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.

*Response required

4. 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.

Approach*

Describe the approach to completing 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.

*Response required

Sequence of Activities*

Outline sequentially the activities that would be undertaken in completing the work and specify who would perform.

*Response required

Quality Control Methods*

Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.

*Response required

Special Issues or Problems*

Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.

*Response required

Enhancements or Procedural/Technical Innovations to Scope of Work*

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.

Do you have any such enhancements or innovations to propose?

- Yes
- No

*Response required

When equals "Yes"

Enhancements or Innovations*

You have indicated that you have enhancements or procedural or technical innovations to the Scope of Work to propose. As previously stated, such enhancements or innovations must not materially deviate from the objectives or required content of the project.

*Response required

5. Exceptions/Deviations

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

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

Exceptions or Deviations*

Do you have any exceptions and/or deviations from the requirements of this RFP?

- Yes
- No

*Response required

When equals "Yes"

Exceptions or Deviations - Yes*

Offerors shall complete the form entitled "Proposal Exceptions and/or Deviations" provided in this RFP and submit it as part of the 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.

- [Proposal Exceptions and Dev...](#)

*Response required

6. Cost and Price Proposal

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

Price Summary Sheet*

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B), and furnish any narrative required to explain the prices quoted in the schedules. It is anticipated that the Authority will issue a time and expense-price contract specifying fully burdened labor rates and anticipated expenses to complete the Scope of Work.

*Response required

7. Forms

Campaign Contribution Disclosure Form*

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

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

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

Offeror is required to submit only one copy of the completed form(s) as part of its proposal and it must be included in only the **original** proposal.

Offeror is required to report any campaign contributions made by the prime contractor, subconsultants, lobbyists and agents after the proposal submittal date, and up to the anticipated Board of Directors selection on September 21, 2026. The offeror shall use the campaign contribution form for any additional reporting. The forms must be submitted at least 15 calendar days prior to the Board Committee date on N/A and sent via e-mail to the Contract Administrator.

- [Campaign Contribution Discl...](#)

*Response required

Status of Past and Present Contracts Form*

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

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

- [Status of Past and Present ...](#)

*Response required

8. Submittal 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.

*Response required

Submittal Confirmation*

Proposer hereby certifies that all information provided within this proposal is accurate to the best of their knowledge. Proposer acknowledges that they have examined and carefully studied all RFP and Contract Documents and any Addenda and that they have provided any necessary proof of their authority to submit a proposal on behalf of the Company/Firm Name stated on the proposal thereby committing the Company/Firm to the information contained within.

Please confirm

*Response required

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Qualifications of the Firm 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.	0-100 Points	25 <i>(25% of Total)</i>
2.	Staffing and Project Organization 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.	0-100 Points	30 <i>(30% of Total)</i>
3.	Work Plan 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.	0-100 Points	20 <i>(20% of Total)</i>
4.	Cost and Price Reasonableness of the total price as well as the individual tasks; competitiveness with other offers received; adequacy of data in support of figures quoted.	0-100 Points	25 <i>(25% of Total)</i>

B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established August 4, 2026, as the date(s) to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

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

At the conclusion of the evaluation process, the evaluation committee will recommend to the N/A Committee, 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. The Board Committee will review the evaluation committee's recommendation and forward its recommendation to the Board of Directors for final action.

C. AWARD

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

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

The Authority on behalf of LOSSAN Agency 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 the Authority's OpenGov Procurement portal. 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.

SCOPE OF WORK

Pacific Surfliner Social Media Marketing and Digital Marketing Services

I. INTRODUCTION

The Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Corridor Agency (Agency) is entering into a contract with a full-service digital marketing firm (Firm) to provide services related to Pacific Surfliner social media marketing and digital marketing/communications for the purpose of:

- Position Pacific Surfliner not only as a mode of transportation, but as a cultural icon of California lifestyle travel, on par with global consumer and lifestyle brands
- Accelerate ridership growth and increase revenue
- Reinforce Pacific Surfliner as an essential, aspirational, and leisure travel experience
- Strengthen brand trust and customer service through authentic, two-way engagement
- Promote visibility of the Pacific Surfliner brand and build positive brand associations to create travel intent and awareness
- Deliver targeted marketing messages to diverse audience segments including high-value customer segments such as seniors, families, students, and leisure travelers.
- Enhance customer service by proactively delivering relevant information and encouraging two-way dialogue between customers and the Pacific Surfliner brand
- Social media and paid digital advertising under this Scope of Work are intended to function as an always-on, full-funnel marketing engine that both captures existing travel intent and proactively creates demand for travel on the Pacific Surfliner.

If necessary to complete the requirements of the scope of work, Firm shall serve as responsible party for direct costs associated with third-party software services on a pass-through basis. A LOSSAN Agency Marketing team member should have administrator or editing access to any third-party software used for its brand.

Through this contract, Firm will provide best-in-class creative, strategic, and production capabilities to drive measurable impact and shall provide expertise in specific service categories to supplement the LOSSAN Agency's in-house marketing and communications staff. Firms proposing as the prime contractor are encouraged to collaborate with subcontractors so that turnkey video and photo production can be delivered.

II. BACKGROUND

The 351-mile LOSSAN Rail Corridor travels through a six (6) county coastal region in southern California and is the second busiest intercity passenger rail corridor in the United States. The LOSSAN Agency manages the Amtrak Pacific Surfliner service, which has an annual ridership of over 2 million. The Pacific Surfliner schedule consists of twenty-six (26) daily trains between Los Angeles and San Diego, with ten (10) trains extending to Santa Barbara/Goleta and four to San Luis Obispo. The Pacific Surfliner serves twenty-nine (29) stations between San Diego and San Luis Obispo counties.

The Pacific Surfliner is uniquely positioned to become a cultural travel brand, offering a premium yet accessible alternative to driving. Social media and digital marketing play a critical role in this positioning by shaping perceptions, informing audiences, inspiring action, and inserting the brand into cultural conversations.

The LOSSAN Agency promotes the Pacific Surfliner as an attractive transportation option for travelers to destinations along the LOSSAN Rail Corridor and beyond. In addition to rail service, dedicated Amtrak Connection buses supplement trains by filling in gaps in the schedule and providing service to popular destinations near the Pacific Surfliner route. Amtrak Connection Buses also provide connections between northern and southern California, and between Orange County and Palm Springs/Coachella Valley.

The official Pacific Surfliner social media channels, which currently include Facebook, Instagram, TikTok, X (formerly Twitter), YouTube, LinkedIn, and a blog, are important assets to the Pacific Surfliner marketing program. The LOSSAN Agency uses these channels as the primary stage for creative and cultural relevance showcasing:

- Scenic and lifestyle storytelling
- Real-time service and passenger communications
- Content designed to travel beyond Pacific Surfliner-owned channels through sharing, virality, and press pickup

Additionally, the program seeks to drive website traffic and increase ticket bookings/revenue among current and potential customers, connecting with, and engaging those who have indicated an interest in train travel.

III. QUALIFICATIONS

Firm shall utilize its thorough knowledge of and experience providing the following services:

- Developing data-informed, strategic social media marketing plans
- Content planning, publication and production for broad and niche audiences
- Cultivate and establish relationships through branded social media account with creators, influencers, regional tourism board accounts, cultural institutions, and other relevant partners in order to foster trust and co-create future campaigns with shared equity and earned media opportunities.
- Creative copywriting across diverse tones, audiences, and platforms
- Producing graphics, video, animation, and platform-optimized assets
- Filming and creating video content to produce high-performing social media content
- Community management and social media incident response/mitigation
- Leveraging user-generated content
- Paid social and digital advertising strategy, management, and optimization
- Available portfolio of photographers and videographers (either on staff or contract) in each county (6 counties) along the 351-mile LOSSAN Rail Corridor to support with advertising assets and collateral

Firm will utilize the following approaches:

- Results-driven creative that influences/shifts strategy
- Authentic representation of our service that prioritizes relatability
- Infotainment-First Strategy which blends education with entertainment to engage all age groups (i.e. Gen-Z) while still informing audiences of our service
- Platform-specific creativity and trend creation

Digital storytelling

Firm shall utilize its Non-Technical Skills in the following areas:

- Ability to turn abstract ideas into professional deliverables under tight deadlines and budget constraints
- Deep understanding of the Pacific Surfliner train service, brand, agency and government relationships/connections and audiences
- Knowledge of legal requirements around privacy, asset usage, contests, sweepstakes, intellectual property, etc.
- Strong collaboration with in-house staff while providing innovation and creative leadership
- Ability to adhere to brand guidelines and visual brand themes to ensure assets look cohesive across channels

IV. SERVICES REQUIRED

This section contains a brief description of the types of technical services required for this contract. Firm shall provide turnkey marketing programs and be able to act as a prime contractor in each of the following areas:

Data-Driven Strategic Planning

Update the strategy for the Pacific Surfliner social media program by analyzing existing data, researching trends and leveraging behavior principles to increase brand awareness, build community, drive website traffic, and ultimately increase ridership and revenue.

Activities include but are not limited to:

- Define the role of paid media across the full customer journey, including awareness, consideration, conversion, and retention
- Establish an always-on paid media framework supplemented by quarterly campaign themes aligned to audience priorities, season travel behavior, and business goals
- Conduct semi-annual audits of Pacific Surfliner's current social media and digital advertising programs, analyzing audience data, competitive benchmarks, and behavioral trends
- Develop an outcome-focused strategy with measurable objectives tied to ridership, awareness, and engagement
- Develop a clear conversion hierarchy to inform bidding strategies, optimization, and reporting
- Maintain a distinction between always-on paid media programs (e.g., brand awareness, high-intent audiences, retargeting) and campaign-based initiatives designed to drive incremental consideration or ridership during key periods.
- Connect strategy and KPIs to Pacific Surfliner's overall annual marketing goals
- Map platform-specific content ecosystems, including reels, stories, static posts, blogs, and ads
- Create audience personas for targeting and campaign personalization
- Monitor industry, travel, and cultural trends to guide ongoing content and paid media campaigns
- Develop a multichannel paid advertising strategy that will include Meta, Google, Reddit, YouTube, TikTok, and recommend other high-conversion digital advertising opportunities

Content Planning and Development; Digital Storytelling

Firm shall work with the in-house marketing and communications team to develop engaging and relevant content (posts, videos, reels, stories, and more) for social media that educate and inspire fans while growing the customer base and cultivating user loyalty.

Firm shall be responsible for writing compelling, typo or error-free copy, providing editorial direction, designing graphics, editing videos, and executing deliverables. Firm shall be expected to edit, enhance, and/or modify existing Pacific Surfliner assets (photos and videos), or film and photograph new assets to build compelling content and optimize for each channel.

Content marketing efforts typically involve promoting distinct features of the Pacific Surfliner, including the onboard experience, iconic scenery, and popular destinations. Passenger communications focus on consumer-centric messaging ranging from relevant travel tips to critical service advisories and train status information.

Firm shall support in the following areas:

- Collaborate with in-house staff to build comprehensive editorial calendars
- Social media content calendars should be available for review by the LOSSAN Agency team at least two weeks ahead of publication
- Develop, test, and iterate creative concepts based on performance data, audience insights, and platform trends, with a regular cadence for introducing refreshed messaging, formats, and visual approaches to prevent creative fatigue and improve results over time
- Research immediate opportunities to incorporate trends, local events, and seasonal messaging that directly tie back to the brand's value proposition and support the voice/tone.
- Create targeted content focused on reaching and engaging selected target audiences and segments.
- Recommend content creation ideas and channels to reach target audiences.
- Plan and build social media posts for various placements (newsfeed, stories, ads) that are optimized for each owned account (may include Facebook, Instagram, TikTok, X/Twitter, YouTube, and others). Firm would be responsible for all stages of development, including:
 - Determine topics to cover/ content mix
 - Copywriting
 - Asset selection
 - Video production (reels)
 - Photo retouching / compositing / resizing
 - Link tracking
 - Scheduling
- Social media content planning should include minimum weekly deliverables of 3-5 posts per platform, 2-3 videos, and 3-5 stories, with two rounds of revisions included per asset.
- Craft four (4) monthly long-form, evergreen articles for the Pacific Surfliner blog that inspires travel and drives traffic to booking pages while boosting both SEO and GEO.
- Create distribution plans 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

- Leverage third-party platforms to collaborate on the development of content, schedule posts, and analyze performance

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

- Job delivery - May include animation, video editing, photo editing, infographic creation, 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 Firm shall be necessary. Social media content review should be expected to be available for approval by the LOSSAN Agency marketing team at least one week in advance prior to posting.
- Travel – We expect our partner to have resources in every county (6 counties) along the corridor (351-miles) to support photography and videography needs. LOSSAN Agency prefers local talent to be utilized for photoshoots and content creation, and any potential travel fees must be discussed.

Development of Engaging Social Media Marketing Programs

Produce, enhance, and implement robust social media marketing programs that help establish long-term relationships with fans and attract 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.

Firm may assist in the development of specialized programs that will leverage social channels and complement ongoing marketing activities:

- Social Media Incident Response: Recommend strategies to address potential issues on social media, which may include viral posts with misinformation or negative experiences, posts that violate community guidelines, and more. Develop a plan on how social activities can be modified in the event of a crisis, adjusting content to align with crisis communications activities, which would be led by the LOSSAN Agency. Support if needed in building posts with approved messaging in the event of a crisis.
- Influencer Engagement: Establish a framework to incorporate influencer campaigns into Pacific Surfliner social media marketing efforts. The program should leverage the reach and unique perspective of local influencers to showcase the Pacific Surfliner experience to relevant audiences. Identify relevant influencers along the LOSSAN Rail Corridor and take responsibility for building ongoing relationships with them. In addition to payments, Pacific Surfliner travel can be traded for coverage (including social posts, photos, and articles) by qualified

influencers. Engagement/success goals and terms should be solidified during the contract process to avoid issues or terms changing after engagement.

- 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. Build media toolkits for partners with customized messaging, related photos, copy points, and pertinent links to increase participation.

Community Management

- Work with the LOSSAN Agency to engage with current and potential riders on social media, fostering two-way dialogue (via comments, direct messages, likes/reactions/shares) to strengthen the relationship between customers and the brand, answer questions, and address concerns.

Integrate with and use the LOSSAN Agency's social media management software to schedule, post, analyze and manage any efforts related to the LOSSAN Agency's social media strategy. If vendor has in-house technology software, the LOSSAN Agency would need administrator rights to access data and content. The LOSSAN Agency would not anticipate covering these technology costs.

Activities may include:

- Analyze common questions, escalations, FAQs, 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 photos or stories of the experience and get permission to share on Pacific Surfliner channels
- Collaborate with the in-house marketing team on hosting social media giveaways that align with the LOSSAN Agency's internal playbook and guidelines.

User-Generated Content

Assist in sourcing additional content to share on social channels, such as photos, videos, and more. Activities may include:

- Source, curate, and secure rights for UGC
- Provide recommendations for incorporating user-generated content into the content mix, which may include photos, videos, and personal stories of travel experiences
- Determine the best methods to collect user-generated content, including how to track permissions, store content, and record usage
- Identify and use a third-party platform to collect and organize user-generated content

Social Media and Digital Advertising Management

Develop monthly advertising plans using paid media to expand brand awareness and drive increased sales. Activities may include:

- Developing quarterly themed paid media plans supported by monthly execution plans. Quarterly themes shall align with seasonal ridership drivers, priority audiences, and business objectives, and shall include defined creative approaches, audience strategies, and success metrics. Providing a quarterly plan with strategy and target audience specific advertising content on social media and digital channels
- Establish and maintain a creative testing roadmap, including A/B testing, conversion tracking, audience segmentation and provide reporting on a monthly and quarterly basis
- Providing recommendations for enhancing the setup of the advertising accounts (conversion tracking, audiences, reporting, etc.)
- Researching and recommending new advertising avenues on digital platforms that are not currently in use by the LOSSAN Agency
- Creating a robust data analysis and reporting process for continuously improving on ad content and effectiveness
- Ensuring all advertising campaigns stay within budget parameters set by in-house marketing team

Reporting and Optimization

Regularly evaluate performance of social media channels and identify opportunities to improve engagement (reach, organic interactions, etc.). Activities may include:

- Delivering monthly reports that summarize relevant performance metrics, which may include:
 - Return on investment (ROI) for social media advertising, influencer campaigns, and others
 - Key performance metrics, including organic reach, impressions, interactions (likes, comments, shares, link clicks), as well as paid activity/expenditures
 - Samples of fan engagement
 - Highlights of best-performing content, audience insights, and competitor benchmarks
- Maintain a rolling document with raw data from social media channels (number of fans/followers, number of posts, organic and paid reach and impressions, interactions, etc.) at a channel-level
- Summarize the most effective types of posts, times of day, frequency, post length, etc.
- Highlight most successful posts with recommendations for repurposing, re-sharing, or boosting with paid advertising

- Provide clear, insight-driven narrative to summarize what is working, what is underperforming, and why
- Include recommendations for budget reallocation, creative optimization, audience refinement, or channel expansion
- Provide forecast of recommendations, trend alerts, and creative testing

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

Firm shall be responsible for monitoring performance and managing the quality of marketing campaigns as determined by the performance metrics mentioned above. In addition to creating campaign deliverables, Firm shall provide suggestions for enhancements to optimize ongoing campaigns.

V. PROGRAM MANAGEMENT

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

Firm shall designate a project manager within Firm to be the primary liaison with the LOSSAN Agency for day-to-day marketing activities. The project manager will manage written communications via email and/or through teleconference. The project manager shall have the authority to make commitments and decisions that are binding on Firm. Any changes to Firm's personnel under this project shall be subject to the LOSSAN Agency's written approval.

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

Deliverables shall include, but are not limited to:

- a. Job-by-job estimates of time and materials needed to complete each project, approved by the LOSSAN Marketing & Communications Manager
- b. Documentation of strategies, tactics, media recommendations, evaluation criteria, timeline and budget proposal including executive briefs and reporting

- c. Implementation of effective digital marketing and communication campaigns from concept and development through execution and production tailored to strategic objectives
- d. Campaign management, monitoring and reporting
- e. Pro-active feedback for enhancements to optimize ongoing campaigns, refine messaging, boost online engagement, and reach, and meet other performance metrics
- f. Quarterly strategic performance reviews with recommendations
- g. Ongoing social creative production for organic and paid
- h. Travel to meet LOSSAN Agency for one (1) annual off-site strategy session and trip on the Pacific Surfliner train to understand the LOSSAN Rail Corridor and train service

VI. CONTRACT PERIOD

The term of the Agreement shall be for a one (1)-year initial term with two (2), two (2)-year option terms.

VII. LIMITATION ON GOVERNMENTAL DECISIONS

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

PRICE SUMMARY SHEET

SCHEDULE I ---- HOURLY RATE SCHEDULE

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

Key Personnel:

Job Function	Name	Fully-Burdened Hourly Rates				
		Initial Term	First Option Term		Second Option Term	
		Year 1	Year 2	Year 3	Year 4	Year 5
		10/1/26 – 9/30/27	10/1/27 – 9/30/28	10/1/28 – 9/30/29	10/1/29 – 9/30/30	10/1/30 – 9/30/31
Project Manager		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

For Cost Analysis Purposes:

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

Other Labor Charges:

Job Function	Fully-Burdened Hourly Rates				
	Initial Term	First Option Term		Second Option Term	
	Year 1	Year 2	Year 3	Year 4	Year 5
	10/1/26 – 9/30/27	10/1/27 – 9/30/28	10/1/28 – 9/30/29	10/1/29 – 9/30/30	10/1/30 – 9/30/31
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

SCHEDULE II ---- OTHER DIRECT COSTS SCHEDULE

Type of ODC	Quantity	Unit Rate	Budget Amount
1.			
2.			

3.				
4.				
5.				
6.				
Additional ODC required and authorized by LOSSAN but not included in this Agreement will be reimbursed either (a) "At Cost" OR (b) up to the applicable Current Rate listed in this Schedule II, whichever is less.				
Supporting documentation must accompany invoice.				

* Please note the following:

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

1 term or condition of this Agreement shall not affect the validity of other terms or conditions.

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

10 **ARTICLE 2. AGENCY DESIGNEE**

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

13 **ARTICLE 3. SCOPE OF WORK**

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

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

20 **Names / Functions**

21 _____ / Project Manager

22 C. No person named in paragraph B of this Article, or his/her successor approved by AGENCY,
23 shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or
24 level of commitment hereunder be changed, without the prior written consent of AGENCY.

25 D. Should the services of any key person become no longer available to CONSULTANT, the
26 resume and qualifications of the proposed replacement shall be submitted to AGENCY for

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

6 **ARTICLE 4. TERM OF AGREEMENT**

- 7 A. This Agreement shall commence upon execution by both parties, and shall continue in full
8 force and effect through September 30, 2027 (Initial Term), unless earlier terminated or
9 extended as provided in this Agreement.
- 10 B. AGENCY, at its sole discretion, may elect to extend the term of this Agreement up to an
11 additional twenty-four (24) months, commencing October 1, 2027, and continuing through
12 September 30, 2029 (First Option Term), and thereupon require CONSULTANT to continue to
13 provide services, and otherwise perform, in accordance with Exhibit A, entitled "Scope of
14 Work," and at the rates set forth in Article 5, "Payment."
- 15 C. AGENCY, at its sole discretion, may elect to extend the term of this Agreement up to an
16 additional twenty-four (24) months, commencing October 1, 2029, and continuing through
17 September 30, 2031 (Second Option Term), and thereupon require CONSULTANT to continue
18 to provide services, and otherwise perform, in accordance with Exhibit A, entitled "Scope of
19 Work," and at the rates set forth in Article 5, "Payment."
- 20 D. AGENCY's election to extend the Agreement beyond the Initial Term shall not diminish its right
21 to terminate the Agreement for AGENCY's convenience or CONSULTANT's default as
22 provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the
23 period extending from commencement through September 30, 2031, which period
24 encompasses the Initial Term, First Option Term, and Second Option Term.

25 /

26 /

1 **ARTICLE 5. PAYMENT**

2 A. For CONSULTANT's full and complete performance of its obligations under this Agreement
3 and subject to the maximum cumulative payment obligation provisions set forth in Article 6,
4 AGENCY shall pay CONSULTANT on a Time and Expense basis in accordance with the
5 following provisions.

6 B. CONSULTANT shall invoice AGENCY on a monthly basis for payments corresponding to the
7 work actually completed by CONSULTANT. Work completed shall be documented in a monthly
8 progress report prepared by CONSULTANT, which shall accompany each invoice submitted
9 by CONSULTANT. AGENCY shall pay CONSULTANT at the hourly labor rates specified in
10 Exhibit B, entitled "Price Summary Sheet," which is attached to and by this reference,
11 incorporated in and made a part of this Agreement. These rates shall remain fixed for the term
12 of this Agreement and are acknowledged to include CONSULTANT's overhead costs, general
13 costs, administrative costs and profit. CONSULTANT shall also furnish such other information
14 as may be requested by AGENCY to substantiate the validity of an invoice. At its sole
15 discretion, AGENCY may decline to make full payment until such time as CONSULTANT has
16 documented to AGENCY's satisfaction, that CONSULTANT has fully completed all work
17 required. AGENCY's payment in full shall constitute AGENCY's final acceptance of
18 CONSULTANT's work.

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

- 25 1. Agreement No. L250315;
26 2. Specify the effort for which the payment is being requested;

- 1 3. The time period covered by the invoice;
- 2 4. Labor (staff name, hours charged, hourly billing rate, current charges, and cumulative
- 3 charges) performed during the billing period;
- 4 5. Total monthly invoice (including project-to-date cumulative invoice amount);
- 5 6. Itemized expenses including support documentation incurred during the billing period;
- 6 7. Monthly Progress Report;
- 7 8. Certification signed by the CONSULTANT or his/her designated alternate that a) The
- 8 invoice is a true, complete and correct statement of reimbursable costs and progress; b)
- 9 The backup information included with the invoice is true, complete and correct in all
- 10 material respects; c) All payments due and owing to subcontractors and suppliers have
- 11 been made; d) Timely payments will be made to subcontractors and suppliers from the
- 12 proceeds of the payments covered by the certification and; e) The invoice does not include
- 13 any amount which CONSULTANT intends to withhold or retain from a subcontractor or
- 14 supplier unless so identified on the invoice.
- 15 9. Any other information as agreed or requested by AGENCY to substantiate the validity of
- 16 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 _____ (\$_____.00) which shall include all
21 amounts payable to CONSULTANT for its subcontracts, leases, materials and costs arising from, or
22 due to termination of, this Agreement.

23 **ARTICLE 7. NOTICES**

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

1 addressed as follows:

2 To CONSULTANT:

To AGENCY:

3 Orange County Transportation Authority

4 550 South Main Street

5 P.O. Box 14184

6 Orange, CA 92863-1584

7 ATTENTION:

ATTENTION:

8 Name

Name: Gina Torres

9 Title:

Title: Senior Contract Administrator

10 Phone:

Phone: (714) 560-5566

11 Email:

Email: gtorres@octa.net

12 **ARTICLE 8. INDEPENDENT CONTRACTOR**

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

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

25 /

26 /

1 **ARTICLE 9. INSURANCE**

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

- 5 1. Commercial General Liability, to include Products/Completed Operations, Independent
6 Contractors', Contractual Liability, Advertising (if applicable to Scope of Work) and
7 Personal Injury Liability, and Property Damage with a minimum limit of \$1,000,000 per
8 occurrence, \$2,000,000 general aggregate and \$2,000,000 Products/Completed
9 Operations aggregate;
- 10 2. Automobile Liability Insurance to include owned, hired and non-owned autos with a
11 combined single limit of \$1,000,000 for each accident;
- 12 3. Workers' Compensation with limits as required by the State of California including a Waiver
13 of Subrogation in favor of AGENCY, its officers, directors and employees; and
- 14 4. Employers' Liability with minimum limits of \$1,000,000 per accident, \$1,000,000 policy
15 limit-disease, and \$1,000,000 policy limit employee-disease.

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

24 C. CONSULTANT shall also include in each subcontract, the stipulation that subconsultants shall
25 maintain insurance coverage in the amounts required of CONSULTANT as provided in the
26 Agreement. Subconsultants will be required to include AGENCY as additional insureds on the

1 Commercial General Liability, and Auto Liability insurance policies.

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

4 E. CONSULTANT shall submit required insurance certificates to AGENCY's insurance tracking
5 contractor, InsureTrack. CONSULTANT shall respond directly to InsureTrack's request for
6 updated insurance certificates and other insurance-related matters by email to
7 octa@instracking.com.

8 F. CONSULTANT shall include on the face of the certificate of insurance, the following
9 information:

- 10 1. The Agreement Number L250315 and, the Contract Administrator's Name, Gina Torres
- 11 2. For Certificate Holder: Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency, its
12 officers, directors, employers and agents, c/o InsureTrack, P.O. Box 60840 Las Vegas, NV
13 89160.

14 **ARTICLE 10. ORDER OF PRECEDENCE**

15 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1)
16 the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 250315; (3)
17 CONSULTANT's proposal dated _____; (4) all other documents, if any, cited herein or
18 incorporated by reference.

19 **ARTICLE 11. CHANGES**

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

1 this clause shall excuse CONSULTANT from proceeding immediately with the Agreement as
2 changed.

3 B. CONSULTANT shall only commence work covered by an amendment after the amendment is
4 executed by AGENCY.

5 **ARTICLE 12. DISPUTES**

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

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

17 **ARTICLE 13. TERMINATION**

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

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

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

8 **ARTICLE 14. INDEMNIFICATION**

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

15 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

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

Subcontractor Name

Addresses

Subcontractor Function

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

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

ARTICLE 17. CONFLICT OF INTEREST

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

B. If the AGENCY determines that CONSULTANT, its employees, or subconsultants are subject to disclosure requirements under the Political Reform Act (Government Code section 81000 et seq.), CONSULTANT and its required employees and subconsultants shall complete and

1 file Statements of Economic Interest (Form 700) with the AUTHORITY's Clerk of the Board
2 disclosing all required financial interests.

3 **ARTICLE 18. CODE OF CONDUCT**

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

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

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

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

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

16 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

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

24 /

25 /

26 /

1 **ARTICLE 22. PROHIBITED INTERESTS**

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

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

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

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

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

1 CONSULTANT and AGENCY.

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

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

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

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

25 A. All of CONSULTANT's finished technical data, including but not limited to illustrations,
26 photographs, tapes, software, software design documents, including without limitation source

1 code, binary code, all media, technical documentation and user documentation, photo prints
2 and other graphic information required to be furnished under this Agreement, shall
3 be AGENCY's property upon payment and shall be furnished with unlimited rights and, as
4 such, shall be free from proprietary restriction except as elsewhere authorized in this
5 Agreement. CONSULTANT further agrees that it shall have no interest or claim to such
6 finished, AGENCY-owned, technical data; furthermore, said data is subject to the provisions
7 of the Freedom of Information Act, 5 USC 552.

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

15 **ARTICLE 26. FORCE MAJEURE**

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

23 **ARTICLE 27. HEALTH AND SAFETY REQUIREMENT**

24 CONSULTANT shall comply with all the requirements set forth in Exhibit ____, Level 1 Safety
25 Specifications. As used therein, "Contractor" shall mean "Consultant," and "Subcontractor" shall mean
26 "Sub-consultant."

1 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. L250315 to
2 be executed as of the date of the last signature below.

3 CONSULTANT

LOS ANGELES-SAN DIEGO-SAN LUIS

OBISPO RAIL CORRIDOR AGENCY

4
5 _____

6 **SIGNATURE**

JASON JEWELL, MANAGING DIRECTOR

7 _____

8 **DATE SIGNED**

DATE SIGNED

9 APPROVED AS TO FORM:

10 _____

11 **JAMES M. DONICH, GENERAL COUNSEL**

12 _____

13 **DATE SIGNED**

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

Req No	Requested By	Project Manager	Sec Cd	Date Entered	Date Reqd	Auth. By	Authorized Auth.Date	Auth. Value
R001505	Marcus Garcia	ALYSSA DOWDALLS	LS	01/27/2026				\$450,000.00

Purchasing Question

Budget Year 2026
Encumbered N
Grant Funded
Is Dept Involved IS INVOLVEMENT - NOT REQUIRED
Warehouse
FOB Fiscal Year 26-27

Supplier:
V99999
TBD

Purchasing Instructions

AMOUNT: \$450,000

DESCRIPTION: Requisition is to release an RFP for social media and digital marketing services for the LOSSAN Agency's marketing program for the Pacific Surfliner. The agreement will include a one-year initial term in the amount of \$450,000, with two, two-year option terms, with the intial term starting on July 1, 2026, and ending on June 30, 2027, to allow time to transition from the existing agreement. The services provided directly impact revenue and ridership through driving online reservations and brand exposure to both commuters and travelers. Approval to release the RFP is required from the LOSSAN Agency Board of Directors and is scheduled for its meeting on March 16, 2026. Approval of the selection of the firm by the LOSSAN Agency Board of Directors is scheduled for its meeting on June 15, 2026.

PM: Alyssa Dowdalls, LOSSAN Marketing & Communications Manager & Marcus Garcia, Senior LOSSAN Business Unit Analyst (include both on all communications pertaining to this req)

Item	Qty	UOM	Estimated Price	Description	Order No	Actual Price
0001	1	EA	450,000.00	Release of RFP for Social Media and Digital Marketing Services		
						100.00 %

0085 7519 X2006 D7O	33.33%	\$150,000.00
0085 7631 X2006 D7Q	22.22%	\$100,000.00
0085 7519 X2006 D7O	44.44%	\$200,000.00