

REQUEST FOR PROPOSALS (RFP) 4-1530

91 EXPRESS LANES AND METROLINK MARKETING



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

Key RFP Dates

Issue Date:	April 11, 2014
Pre-Proposal Conference Date:	April 22, 2014
Question Submittal Date:	April 23, 2014
Proposal Submittal Date:	May 12, 2014
Interview Dates:	June 3, 2014 June 4, 2014

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April 11, 2014

NOTICE OF REQUEST FOR PROPOSALS

(RFP): 4-1530: "91 EXPRESS LANES AND METROLINK MARKETING"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified firms to provide marketing consulting services for (1) marketing programs for the 91 Express Lanes and (2) marketing programs for Metrolink on an as-needed basis. The budget for the 91 Express Lanes effort is \$180,000 for a one-year term. The budget for the Metrolink effort is \$200,000 for a one-year term.

Proposals must be received in the Authority's office at or before 2:00 p.m. on May 12, 2014.

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

**Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, 4th Floor
Orange, California 92868
Attention: Donald Herrera, Contract Administrator**

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

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

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

Firms interested in obtaining a copy of this Request For Proposals (RFP) may do so by downloading the RFP from CAMM NET at www.octa.net/cammnet.

All firms interested in doing business with the Authority are required to register their business on-line at CAMM NET. The website can be found at www.octa.net. From the site menu, click on CAMM NET to register.

To receive all further information regarding this RFP 4-1530, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u> Marketing, Advertising & Media Services	<u>Commodity:</u> Advertising Advertising - Public Relations Broadcasting Services, Radio Broadcasting Services, Television Communications Marketing Services Copywriting Services Direct Mail Services Graphic Production Services Photography Services Public Relations/Outreach Services Video Production Web Page Graphic Design Printing and Related Services
Printing & Reproduction Services Professional Consulting Services (General)	Advertising Consulting Language Translator/Interpreter Services

A pre-proposal conference will be held on April 22, 2014, at 9:00 a.m. at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 154/155. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established June 3, 2014 and June 4, 2014, as the dates to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

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

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on April 22, 2014, at 9:00 a.m. at the Authority's Administrative Office, 600 South Main Street, Orange, California, in Conference Room 154/155. All prospective Offerors are encouraged to attend the pre-proposal conference.

B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA

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

Donald Herrera, Contract Administrator
Contracts Administration and Materials Management Department
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560.5644, Fax: 714.560.5792
Email: dherrera@octa.net

E. CLARIFICATIONS

1. Examination of Documents

Should an Offeror require clarifications of this RFP, the Offeror shall notify the Authority in writing in accordance with Section E.2. below. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter which will be

sent to all firms registered on CAMM NET under the commodity codes specified in this RFP.

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 5:00 p.m., on April 23, 2014.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions." If Offeror's question relates to one of the Scopes of Work, Offeror must identify the Scope of Work in question (Exhibit A-1 or Exhibit A-2). The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, 4th Floor, Orange, California 92868.
 - (3) Facsimile: (714) 560-5792.
 - (4) Email: dherrera@octa.net

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than April 25, 2014. Offerors may download responses from CAMM NET at www.octa.net/cammnet, or request responses be sent via U.S. Mail by emailing or faxing the request to Donald Herrera, Contract Administrator.

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

Category:
Marketing, Advertising & Media
Services

Commodity:
Advertising
Advertising - Public Relations
Broadcasting Services, Radio

	Broadcasting Services, Television Communications Marketing Services Copywriting Services Direct Mail Services Graphic Production Services Photography Services Public Relations/Outreach Services Video Production Web Page Graphic Design Printing and Related Services
Printing & Reproduction Services Professional Consulting Services (General)	Advertising Consulting Language Translator/Interpreter Services

Inquiries received after 5:00 p.m. on April 23, 2014 will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be received in the Authority's office at or before 2:00 p.m. on May 12, 2014.

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

2. Address

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

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMP)
600 South Main Street, 4th Floor
Orange, California 92868
Attention: Donald Herrera, Contract Administrator**

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

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

Firms must obtain a visitor badge from the receptionist in the lobby of the 600 Building prior to delivering any information to CAMM.

3. Identification of Proposals

Offeror shall submit **one (1) original and three (3) copies** of its proposal in a sealed package, addressed as shown above in F.2. The outer envelope must show the Offeror's name and address and clearly marked with RFP number.

4. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to postpone proposal openings for its own convenience.
- d. Proposals received and opened by Authority are public information and must be made available to any person upon request.
- e. 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.

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a time-and-expense price contract specifying fully burdened hourly rate(s) for effort specified in the Scopes of Work, included in this RFP as Exhibit A-1 and Exhibit A-2. The term of the contract for Exhibit A-1 will be a one (1) year term. The term of the contract for Exhibit A-2 will also be a one (1) year term.

It is the Authority's intention to award separate contracts for each Scope of Work, included in this RFP as Exhibit A-1 and Exhibit A-2. Firms are invited to submit proposals on one or both Scopes of Work, included in this RFP as Exhibit A-1 and Exhibit A-2.

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.

M. CODE OF CONDUCT

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

SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12 point font, double-spaced and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11"x17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Donald Herrera, Contract Administrator and must, at a minimum, contain the following:

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

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience

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

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Have proficiency with web and mobile design, development, testing and deployment. The firm should have experience with the Ektron content management system, [ASP.NET](#) 3.5 framework and advance front-end technologies, such as HTML5 and JQuery. In addition, the firm should have background with API development with Facebook, Twitter, YouTube, Google Maps and ESRI.
- (5) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.
- (6) Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

b. Proposed Staffing and Project Organization

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

Offeror to:

- (1) Identify key personnel proposed to perform the work in and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.
- (3) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (4) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.
- (5) Identify the key personnel for each Scope of Work if Offeror wishes to propose on more than one Scope of Work.

c. Work Plan

Offeror should provide a narrative, which addresses the Scope of Work, and shows Offeror's understanding of Authority's needs and requirements.

Offeror to:

- (1) Describe the approach to completing the work specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially the activities that would be undertaken in completing the work and specify who would perform them.

- (3) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
- (4) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (5) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.
- (6) Provide samples of brochures and a sample of an annual report for evaluation purposes. Samples should be included with the original proposal and each proposal copy. Paper samples, not CDs, should be provided.

d. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Offeror wishes to propose alternative approaches to meeting the Authority's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Offeror will be deemed to have accepted the contract requirements as set forth in Exhibit C.

4. Cost and Price Proposal

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

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

5. Appendices

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

B. STATUS OF PAST AND PRESENT CONTRACTS FORM

Offeror shall identify the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement, or litigation. A separate form must be completed for each contract you identify.

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

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

The Authority will evaluate proposals submitted for each Scope of Work based on the following criteria:

1. **Qualifications of the Firm** **20%**
 Technical experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.
2. **Staffing and Project Organization** **25%**
 Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; concurrence in the restrictions on changes in key personnel.
3. **Work Plan** **30%**
 Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation; utility of suggested technical or procedural innovations.
4. **Cost and Price** **25%**
 Reasonableness of the rates and competitiveness with other offers received; adequacy of data in support of figures quoted.

B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established June 3, 2014 and June 4, 2014, as the date to conduct interviews. All prospective Offerors are asked to keep these dates available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on one of these to dates, its proposal

may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

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

At the conclusion of the evaluation process, the evaluation committee will recommend to Authority's management the Offeror whose proposal is most advantageous to the Authority.

C. AWARD

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

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

The Authority intends to award separate contracts for each Scope of Work, included in this RFP as Exhibit A-1 and Exhibit A-2.

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

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

Offerors who were not awarded the contract may obtain a debriefing concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and the Authority must receive it within seven (7) business days of notification of the contract award.

EXHIBIT A-1: SCOPE OF WORK

91 EXPRESS LANES MARKETING

**SCOPE OF WORK
91 EXPRESS LANES MARKETING**

INTRODUCTION

The Orange County Transportation Authority (OCTA) was formed in June 1991 to address ongoing transportation needs in Orange County (OC). OCTA develops and implements transportation programs designed to reduce traffic congestion and improve air quality, and is also responsible for planning, funding, and delivering transportation improvements in OC. This includes freeway, streets and roads and transit improvements. OCTA also holds the toll road franchise for and operates the 91 Express Lanes.

The goal of the 91 Express Lanes Marketing Program is to create awareness and positive perception to increase new customer accounts, as well as increase the levels of usage and satisfaction for existing customers. OCTA is seeking a firm to partner with to develop market segmentation to identify high potential groups to be targeted for trial use. With 91 percent of Americans now owning a cell phone, 63 percent of them using their cell phone to access the Internet, and 73 percent using social networking sites, traditional marketing methods are not reaching customers in the digital market. The selected firm shall develop innovative approaches to generate interest and new accounts. Types of services that will help OCTA achieve these goals include:

- Integrated, Strategic Marketing Plan Development
- Marketing & Digital Marketing Campaign Development, Management and Optimization
- Email, social media and mobile marketing strategy development, implementation and optimization
- Online and traditional media planning, buying and optimization
- Ethnic marketing and translation (Hispanic and Asian)
- Print and digital creative development, design/copywriting and production
- Market/customer research, segmentation study, online survey design, implementation and reporting
- Web, mobile app and video design and production
- Photography, collateral production, printing, distribution, specialty printing and other promotional items as required

BACKGROUND

In January 2003, in an effort to expedite improvements to the Riverside Freeway / State Route 91 (SR-91), OCTA purchased the 91 Express Lanes toll facility from the California Private Transportation Company (CPTC). The purpose was to eliminate a so called “noncompete” provision that existed in the franchise agreement between CPTC and the State of California Department of Transportation (Caltrans). That provision constrained the public sector’s ability to make general purpose or capacity improvements to the busy SR-91 corridor.

The 91 Express Lanes is a four-lane, 10-mile toll facility extending eastward from the Costa Mesa Freeway / SR-55 to the Riverside county line. Located in the median of the SR-91 freeway, the lanes offer customers a choice to travel at free-flow speeds even during the busiest rush hours. The all-electronic toll facility is operated by OCTA under an agreement with Cofiroute USA. Customers using the lanes must display a FasTrak™ toll tag on the windshield of their vehicle. This toll tag is known as a transponder. The 91 Express Lanes employ an innovative “congestion management” pricing policy, meaning tolls are adjusted upwards and downwards as demand warrants. Below are some features of the 91 Express Lanes.

The Existing System

- 10 miles, 2 lanes in each direction
- 112,990 accounts (as of Jan 2014)
- 169,427 transponders in circulation (as of January 2014)
- 12,085,552 million vehicle trips (Fiscal Year 2013)
- \$39.5 million operating revenue (Fiscal Year 2013)
- 84,380 email addresses (as of February 20, 2014)

MARKETING APPROACH

OCTA’s Strategic Plan supports gathering feedback from customers and stakeholders to ensure ongoing dialog between OCTA and their customers. Periodic surveys of 91 Express Lane customers play a role in assisting OCTA to better understand customer perceptions and attitudes, satisfaction level, and travel behaviors and needs. The most recent 91 Express Lanes Customer Satisfaction Survey was conducted in 2011. The full report can be found at www.octa.net/About/Publications/Market-Research. A snapshot of the results of the 91 Express Lanes’ customers is as follows:

Customer Demographics

- Average age: 55
- Percent male: 48 percent, percent female: 52 percent
- Percent with college education: 83 percent
- Percent employed full-time: 61 percent
- Ethnic breakdown: 69 percent are Caucasian, 11 percent are Hispanic, 3 percent are African American and 4 percent are Asian American

*Customer Satisfaction Survey*¹

- 91% are satisfied with the 91 Express Lanes compared to 87 percent in 2009
- 70 percent prefer to receive information via email; but 54 percent prefer to continue receiving their billing statement by mail

Survey results indicate that the majority of customers are satisfied; however the perceived value of the 91 Express Lanes is lower among the high-frequency users. Survey also indicates that the majority would like to receive information via email.

¹ Source: 2011 Customer Satisfaction Survey, True North Research

In the past six months, there has been a slight increase in the number of accounts and transponders. This upturn, though welcome, is not enough to substantially change the revenue stream. It follows five years of consistent declines in active accounts, ridership and transponders due to the recession. Until recently, there has been little or no advertising to promote 91 Express Lanes products and services. Other toll road agencies, on the other hand, have been advertising for years and their accounts have maintained a steady rate compared to the larger decline experienced by the 91 Express Lanes.

In March 2014, the 91 Express Lanes launched a campaign to attract new users. Through digital billboards and targeted advertising, prospective users were informed about the opportunity to experience the 91 Express Lanes and receive two weeks of free tolls.

The development and implementation of innovative programs to reach new customer base and to improve the overall perceived value among high-frequency users of the 91 Express Lanes will be the core focuses for 2015. In addition, the selected firm will be responsible for maintaining the following 91 Express Lane programs:

- **Annual Report - Work Plan and Tasks**

The work plan for the 91 Express Lane Annual Report consists of six tasks as outlined below. The total is not to exceed \$25,000 for the development and production of the annual report.

- ***Task 1 - Theme/Concept, Design, Format, and Production Schedule***

Consultant shall design and propose suitable format for print, internet, multi-media environment, or any of them combined, for the entire report including theme/concept and produce artwork, including charts and graphs. The consultant's responsibilities also include obtaining OCTA approval and making necessary revisions. The report could contain, but is not limited to, the following elements:

- Annual Report cover with title and 91 Express Lanes and OCTA logos
- Introduction letter by OCTA Chairman and CEO
- Table of Contents
- 91 Express Lanes report contents
- Financial data
- Board of Directors listing
- Back page with 91 Express Lanes and OCTA logos

Deliverables:

Shall include three theme/concept options; production schedule based on delivery date provided by OCTA; design, format and layout of the report contents and cover (to be approximately 32 pages plus cover and back) including illustrations, graphics, and photography.

- **Task 2 - Copywriting**
Based on the approved concept and theme, the Consultant will be responsible for writing and developing all copy required for the Annual Report. OCTA staff will provide project information, financial data, and other information to prepare draft copy. All copy will be subject to review and final approval by the OCTA project manager. The consultant will be responsible for final proofreading before printing.

Deliverables:

Shall include an outline and draft copy consistent with the report concept and theme, and final report copy subject to review and approval by the OCTA project manager.

- **Task 3 – Photography and Illustrations**
Photographs and/or illustrations of 91 Express Lanes activities, facilities, landmarks, or other designated sites that are required for the Annual Report. The Consultant shall develop a list of suggested photographs or illustrations and site recommendations for OCTA staff to review and approve.

Deliverables:

The Annual Report will contain approximately between 6 and 12 transportation related photographs or illustrations to be used throughout the report in conjunction with the approved design. Depending on the concept/theme, some of the images will be provided by OCTA, and others will require original photography, with all rights held by OCTA.

- **Task 4 – Final Digital Mechanical for Print**
After final copy is approved by OCTA, the Consultant must proof all report material, provide editing suggestions, and submit a color proof for OCTA review and approval. Once the color proof is approved, a complete digital file will be compiled and provided to OCTA upon printing of the annual report. In addition, the Consultant must also select and specify type, paper or electronic medium, and colors with final approval by the OCTA project manager. Special care should be taken so the document will reflect the professionalism of OCTA, but also be prudent in the use of toll payer's funds.

Deliverables:

Consultant shall deliver original color proof and photocopies for final review, and shall also provide complete digital file and printing specifications, including type, paper stock or electronic medium, and colors by the mutually agreed upon date.

– **Task 5 – Printing of Annual Report**

Upon final approval of the annual report, Consultant to provide production estimates from three different vendors Consultant has a relationship with for approval by OCTA. Upon approval of selected vendor, Consultant to coordinate and oversee production of the annual report and provide final annual reports to OCTA.

Deliverables:

Shall include up to three print estimates of final annual report for approval; coordination and oversight of printing of annual report; up to 750 final samples delivered to OCTA, with the balance of up to 750 annual reports delivered to mail house for mailing.

– **Task 6 – Mail House Services for Annual Report**

Upon printing of annual report, Consultant to provide OCTA with estimate to mail approximately 750 annual reports to various stakeholders. The annual report will be inserted into an envelope and mailed, first class mail using the OCTA indicia permit. Envelopes and an electronic list of addresses will be provided by OCTA.

Deliverables:

Shall include up to two different mail house estimates for approval, mailing of approximately 750 annual reports, and delivery to US Postal office in Costa Mesa.

- 91 Express Lanes Marketing and Sales Program(s)
Develop and implement new targeted marketing programs and maintain existing 91 Express Lanes campaigns/promotions to create awareness, increase usage, and generate new accounts for the 91 Express Lanes.
- Customer Communications
Create traditional public information and/or customer communications such as quarterly newsletters and other collateral.

Deliverables shall include, but not limited to:

1. Job-by-job estimate of time and materials needed to complete the assignment, approved by the designated OCTA Marketing Program Administrator.
2. Marketing plan including strategies, tactics, media recommendations, evaluation criteria, timeline and budget proposal including a draft and final plan.
3. Estimate for each program element, approved by the designated Marketing Program Manager.

4. Execution of online and offline plan elements - Concept, planning, design, layout, web design and programming, and other functions needed to carry out the requirements of the plan.
5. Evaluation of program effectiveness - Concise review of effectiveness of marketing program.

Target Market

Although OCTA will continue to reach the general market as part of its 91 Express Lanes Marketing Program, the following have also been identified as target markets with potential for ridership growth:

- Residents living in close proximity to the 91 Express Lanes
- Employers and employees working in close proximity to the 91 Express Lanes
- Originating and connecting counties (Riverside, Orange, Los Angeles)
- Current subscribers
- General public
- College students
- Area businesses
- Stakeholders/cities
- Marketing partners
- Destinations
- 91 Freeway, 241, 261, 133 and 73 users
- Media

Goals and Objectives

The primary goals and objectives of the 91 Express Lanes Marketing Program are to:

- Position the 91 Express Lanes as an economical, fast and safe alternative to traveling the 91 Freeway
- Create awareness of 91 Express Lanes service
- Increase 91 Express Lane new accounts
- Increase number of transponders per account
- Maintain or increase westbound usage of the lanes in the morning peak commute times (Monday – Friday, 6:00 a.m. to 9:00 a.m.)
- Enhance satisfaction and perceived value from frequent users

SCOPE OF SERVICES

As the demographics and communication behaviors in OC residents continue to change, marketing OCTA's transportation options is becoming increasingly complex. In order to achieve customer growth, new transit markets need to be developed to attract a diverse customer base of prospective users, as well as increase existing customer satisfaction.

In an effort to address these changes and implement a comprehensive 91 Express Lanes Marketing Program, OCTA is planning to retain a full-service firm (Prime Contractor) to perform various marketing activities. Those bidding as the prime

contractor on this RFP are encouraged to subcontract work, which are outside of their expertise. Firms should have knowledge and be able to act as a prime contractor in **each** of the following areas:

- *Integrated, Strategic Marketing Plan Development*
A comprehensive and overarching plan should be developed to serve as a blue print for the contractual period of time. The plan should be well thought-out and positioned to guide all marketing efforts to be cohesive and effective in achieving the organizational goals.
- *Marketing & Digital Marketing Campaign Development, Management and Optimization*
Each campaign should include, but not be limited to, the following components to aid in driving traffic, building brand awareness, and increase ridership and sales:
 - Campaign goals development and effectiveness tracking
 - Identifying target audiences and providing insight to customer behavior
 - Developing key campaign messaging and potential offers for campaign success
 - Developing strategy for reaching and engaging target audiences
 - Developing mixed media campaign consisting of traditional and online media
- *Email, Social Media and Mobile Marketing Strategy Development, Implementation and Optimization*
Research, develop and propose new and innovative digital marketing strategies and tactics through email, social media, and/or mobile to help OCTA retain current customers and acquire new customers. Execute a successful agile marketing plan to improve performance and return on investment (ROI). Provide systematic solution to implement, manage and optimize social media platforms as well as analytics to maximize public interaction and engagement.
- *Online and Traditional Media Planning, Buying and Optimization*
Understand where target audiences live online and offline, develop a flexible and high-quality media plan for each campaign to include targeting endemic and broad reach sites/media as well as niche media/sites with loyal and passionate followings to engage potential customers in a clutter-free, relevant environment. Online media buying and optimization systems and technology are also required to provide real-time analytics data for refining campaign and discover insights to maximize ROI. In addition to this contract, OCTA has some reserved funds for direct media buy.
- *Ethnic Marketing and Translation (Hispanic and Asian)*
Research, develop and implement marketing programs targeting specific ethnic markets in OC. Develop media plans that understand where ethnic target audiences live online and offline to meet ridership and sales goals. Provide translation services for target markets, to include Spanish, Chinese, Korean, Vietnamese, Tagalog and Farsi, as well as other languages per the request of OCTA.

- *Print and Digital Creative Development, Design, Copywriting and Production*
Create strategic and innovative design theme and message that resonate with campaign target audiences in both online and print formats. Be able to respond quickly to execute creative development through design, copywriting, and production in a timely manner to meet the project deadlines. Firm shall have the ability to produce, deliver, or accept files from the following software:
 - Adobe Creative Suite 5 (including Photoshop, Illustrator, InDesign)
 - High resolution PDF
 - Microsoft Office (Word, Excel, PowerPoint)
 - Ability for FTP electronic file transfer
- *Market and Customer Research, Segmentation Studies, Online Surveys, Implementation and Reporting*
To assist marketing planning and strategy development, identified research needs to gain customer insights and market intelligent information through primary and secondary research and surveys. Use state-of-the-art techniques to design, implement, and report appropriate study/survey as needed.
- *Web and Mobile Design and Development*
To assist in web and mobile design and execution as necessary.
- *Video Production*
Produce campaign videos for digital and television viewing, to include treatments, script development, casting, filming (using professional equipment and post production), editing, sound mixing, musical scoring and titling, as well as delivery of working files and full-resolution final cuts.
- *Photography*
Provide original photography services to support approved marketing plans to showcase OCTA's products and services in a favorable and imaginative way. Photography support should include selection and management of paid models, the ability to provide studio shots on seamless, interior building and/or 91 freeway shots including people and location shots showcasing the 91 Express Lanes.
- *Printing and Fulfillment Services*
Various types of printing projects will require production, distribution, installation and/or removal during the course of this contract term, based on the approved marketing plan developed. Prior to release of all projects for print, a formal estimate will be received and approved by OCTA's project manager. Firms or firm subcontractor should have the following minimum requirements:
 - 1- to 6-color lithographic printing
 - Digital variable data printing capability, which would include multiple areas of unique information on various sides/pages of the document
 - Standard turnaround on print jobs shall be 5 working days; maximum turn on any one project would be no more than 10 business days from receipt of digital mechanical to delivery.
 - Ability to turn rush jobs in 72 hours or less when needed
 - Ability to print and distribute direct mail projects from door hangers to variable data in-home delivery with quantities ranging from 30,000 – 120,000

- Ability to provide mail house services such as distribution of mailed direct mail print pieces, receipt and fulfillment of direct mail offers, procure mailing lists, input customer survey data (data processing)
- Ability to produce, deliver or accept files from the following software:
 - Adobe Creative Suite 5 (including Photoshop, Illustrator, InDesign)
 - High resolution PDF
 - Microsoft Office (Word, Excel, PowerPoint)
 - Ability for FTP electronic file transfer

PROJECT MANAGEMENT

OCTA's Marketing Program Administrator will be the key contact for the Consultant and will direct the Consultant's work efforts. Consultant will be responsible for implementing the work described in the Scope of Work under the direction of the OCTA Marketing Program Administrator. The Marketing Program Administrator will form, and be a part of, an internal project team to assist in providing project direction.

Consultant shall designate a project manager to coordinate all marketing activities. The project manager will be permanently assigned in this capacity for the duration of the contract period. The project manager shall have the authority to make commitments and decisions that are binding to the Consultant. Any changes to selected firms personnel under this project shall be subject to OCTA's written approval.

EXHIBIT A-2: SCOPE OF WORK

METROLINK MARKETING

SCOPE OF WORK METROLINK MARKETING SERVICES

INTRODUCTION

The Orange County Transportation Authority (OCTA) was formed in June 1991 to address ongoing transportation needs in Orange County (OC). The concept behind OCTA was to create one agency to develop and implement transportation programs designed to reduce traffic congestion and improve air quality. OCTA's Metrolink commuter rail service operates three lines with a total of 54 trains that provide service to OC. The countywide bus system operates 77 routes, including Stationlink rail feeder service as well as local fixed route, community routes, intracounty express, and intercounty express service.

The goal of the Rail Marketing Program is to increase overall ridership through increased customer trips and through inducing trail usage amongst non-riders. OCTA is seeking a Consultant to partner with to develop market segmentation to identify high potential groups to be targeted for trial use. With 91 percent of Americans now owning a cell phone, 63 percent of them using their cell phone to access the Internet, and 73 percent using social networking sites, traditional marketing methods are not reaching customers in the digital market. OCTA is looking for a Consultant that will develop an innovative approach to generate interest and trial use to reach our goal. Types of services that will help OCTA achieve these goals include:

- Integrated, Strategic Marketing Plan Development
- Marketing & Digital Marketing Campaign Development, Management and Optimization
- Email, social media and mobile marketing strategy development, implementation and optimization
- Online and traditional media planning, buying and optimization
- Ethnic marketing and translation (Hispanic and Asian)
- Print and digital creative development, design/copywriting and production
- Market/customer research, segmentation study, online survey design, implementation and reporting
- Web, mobile app and video design and production
- Photography, collateral production, printing, distribution, specialty printing and other promotional items as required

BACKGROUND

Metrolink is Southern California's commuter rail system linking residential communities to employment and activity centers. Formed in 1991, Metrolink is operated by the Southern California Regional Rail Authority (SCRRA) - a regional joint powers authority (JPA), Metrolink's five-agency membership including the Los Angeles County Metropolitan Transportation Authority (Metro), the OCTA, the Riverside County Transportation Commission (RCTC), the San Bernardino Associated Governments

(SANBAG), and the Ventura County Transportation Commission. Metrolink operates 170 daily trains on seven lines, serving 55 stations, and carries over 40,000 riders each weekday throughout Southern California's five-county, 400-mile commuter rail system known as Metrolink.

OC Metrolink Service

There are three lines that provide service to OC. The OC Line, running between Oceanside and Los Angeles Union Station, began in 1994, followed by the Inland Empire–Orange County (IEOC) Line, running between Oceanside and San Bernardino, in 1995, and the 91 Line, running from Riverside to Los Angeles via Fullerton, in 2002. The three lines serving OC provide a total of 54 trains (19 OC Line, 16 IEOC Line, nine 91 Line, and ten intracounty trains) each weekday, serving 11 OC stations and carrying an average of more than 16,000 daily passengers.

In 2006, the OC and IEOC lines began offering service on weekends, year-round. In February 2010, due to budget constraints, weekend service was scaled back by nearly 50 percent. Seasonal weekend service (July through October) was implemented in 2010 and 2011, when demand and ridership typically increase. Due to numerous passenger requests and to provide additional capacity, year-round expanded weekend service resumed in the first quarter of fiscal year (FY) 2012-13. The OC Line weekend service is funded by OCTA and Metro. The IEOC Line weekend service is funded by OCTA, RCTC, and SANBAG.

A special weekend pass was introduced in 2011. Metrolink's Weekend Day Pass gives you unlimited rides all day Saturday or Sunday for only \$10.00. The Weekend Day Pass is available for purchase at all Metrolink station ticket vending machines that offer weekend service.

The Rail-2-Rail Program, which began in 2003, allows Metrolink monthly pass holders the option of riding Amtrak Pacific Surfliner trains at no additional charge, provided that the passholder travels within the stations identified on the monthly pass. In OC, a valid Metrolink ticket or pass also permits free transfers to local OCTA bus routes that directly serve a Metrolink station, including Stationlink.

In 2011, Metrolink began operating special train service to Angels weekday home games that start at 7:05 p.m. The special trains, called the Angels Express, run on the OC Line southbound from L.A. Union Station to Anaheim and back; northbound from Laguna Niguel/Mission Viejo to Anaheim and back, and on the IEOC Line from Riverside Downtown to Anaheim and back for Friday games only. Special roundtrip fares have also been established, \$7.00 for regular, \$6.00 for senior/disabled, \$4.00 for ages 6-18 and free rides for ages five and under. Ridership over the last three years has increased, from over 20,000 boardings in 2011 to over 34,000 boardings in 2013.

The total FY 2012-13 ridership (weekday and weekend) for the three Metrolink lines serving OC, including Rail 2 Rail passengers, exceeded 4.4 million, an increase of

5.4 percent compared to FY 2011-12. The total average weekday ridership in OC is up 4.2 percent versus the previous FY, while average weekend ridership has grown by 91 percent. Annual revenue totaled \$31.7 million, which is 12.7 percent higher than the previous FY.

Systemwide Metrolink ridership surpassed 12 million riders for FY 2012-13, which represents a one percent growth from the previous FY. Systemwide revenue for FY 2012-13 was over \$84 million, which was six percent more than FY 2011-12.

LOSSAN Rail Corridor

OCTA owns 48 miles of operating railroad right-of-way in OC, 42 miles of which runs along the larger Los Angeles – San Diego – San Luis Obispo (LOSSAN) rail corridor. The 351-mile LOSSAN rail corridor runs through a six-county coastal region in Southern California and is the second busiest intercity passenger rail corridor in the United States. The LOSSAN rail corridor includes 41 stations and more than 150 daily passenger trains, with an annual ridership of more than 2.6 million on Amtrak Pacific Surfliner trains, and 5.8 million on Metrolink and COASTER commuter trains.

OCTA is one of nine member agencies that comprise the LOSSAN Corridor Rail Agency (Agency), a joint powers authority (JPA) formed in 1989 to coordinate planning efforts for intercity passenger rail service on the rail corridor between Los Angeles and San Diego. In 2001, the LOSSAN Agency expanded to include rail agencies and operators north of Los Angeles to San Luis Obispo. The LOSSAN Agency works to increase ridership, revenue, capacity, reliability, and safety for the 22 daily state-funded Amtrak Pacific Surfliner trains traveling on the LOSSAN rail corridor.

The Amtrak Pacific Surfliner trains are currently operated by Amtrak, and the service is administered by the California Department of Transportation (Caltrans), Division of Rail. As of November 2013, the LOSSAN Agency is staffed by OCTA. OCTA will perform LOSSAN Agency administrative duties and responsibilities effective mid to late 2014, early 2015.

MARKETING APPROACH

OCTA's Strategic Plan supports gathering feedback from customers and stakeholders to ensure ongoing dialog between OCTA and their customers. Periodic surveys of Metrolink customers play a role in assisting OCTA to better understand customer perceptions and attitudes, satisfaction levels and travel behaviors and needs. The most recent Metrolink Customer Satisfaction Survey and Market Study were conducted in 2012. The full report can be found at <http://www.octa.net/About/Publications/Market-Research>. A snapshot of the results of OCTA's Metrolink riders is as follows:

Existing Riders that Use Services in OC:

- Vast majority of riders had a positive assessment of their riding experience
- 8 out of 10 rated their experience as excellent or good

- 72% of riders used Metrolink for work
- Nearly half of respondents were monthly pass holders

Non-Users in OC:

- 49% are familiar with Metrolink service in OC
- 67% have a favorable opinion of Metrolink
- 11% have used Metrolink in the past year
- Almost 60% would be interested in riding on Metrolink in the future

Survey results indicate that OCTAs Metrolink customers have a positive opinion, are highly satisfied and the majority use it to commute to work. With the diverse and expansive geography of OC, the greatest challenge faced is removing the transit choice rider from their vehicle and converting them into potential new riders. The development and implementation of innovative programs to reach this new rider base will be one of the core focuses in 2015. In addition to the new programs, the selected Consultant will be responsible for maintaining the following ridership programs:

- Customer Communications
Create traditional public information and/or customer communications such as quarterly newsletters and other collateral.
- Special Service
Maintain promotion of the Angels Express, Thanksgiving schedule, and Holiday Toy Express, as well as develop new, targeted station promotions.
- Outreach Programs
Develop new and maintain existing special events that create awareness and usage of Metrolink service through community participation, such as Lunar New Year, Festival of Whales, Swallows Day Parade, Ocean Festival, etc. This provides a unique opportunity to educate and entice reluctant potential riders. Creating partnerships will allow maximum exposure while defraying cost.
- Metrolink Weekends
Develop new and maintain existing Metrolink Weekend service campaigns/promotions to create awareness and usage of Metrolink Weekends service in OC and the special \$10 weekend day pass.
- Visitor Marketing
Develop new ridership promotions to the visitor market.

Deliverables shall include, but not limited to:

1. Job-by-job estimate of time and materials needed to complete the assignment, approved by the designated OCTA Marketing Program Administrator
2. Marketing plan including strategies, tactics, media recommendations, evaluation criteria, timeline and budget proposal including a draft and final plan
3. Estimate for each program element, approved by the designated Marketing Program Manager
4. Execution of online and offline plan elements - Concept, planning, design, layout, web design and programming, and other functions needed to carry out the requirements of the plan

5. Evaluation of program effectiveness: Concise review of effectiveness of marketing program

Target Markets

- Residents living in close proximity to the stations
- Employers and employees working in close proximity to the stations
- College students in close proximity to the stations
- Tourists
- General public
- Current bus and rail riders
- Connecting counties (Riverside, Los Angeles)
- Stakeholders/cities with Metrolink stations
- Destinations
- Entertainment venues
- Marketing partners
- Media

Goals and Objectives

The primary goals and objectives of the Rail Marketing Program are to:

- Create awareness and positive perception of rail service
- Encourage trial and repeat use of the train service
- Build ridership during peak and off-peak hours
- Educate and inform potential new customers about how to ride commuter rail service in OC
- Position train service as a viable transportation option for home to work, recreational and other trips

SCOPES OF SERVICES

As the demographics and communication behaviors of residents of OC and those in close proximity to rail stations, continue to change, marketing OCTA's rail service is becoming increasingly complex. In order to achieve ridership growth, new transit markets need to be developed to attract a diverse customer base of prospective riders, as well as new concepts for special event or destination-based rail service.

In an effort to address these changes and implement a comprehensive Rail Marketing Program, OCTA is planning to retain a full-service Consultant to perform various marketing activities. Those submitting a proposal as the prime on this RFP are encouraged to sub-contract work outside of their expertise. Consultants shall provide turnkey marketing programs and be able to act as a prime contractor in **each** of the following areas:

- *Integrated, Strategic Marketing Plan Development*
A comprehensive and overarching plan should be developed to serve as a blueprint for the contractual period of time. The plan should be well thought-out

and positioned to guide all marketing efforts to be cohesive and effective in achieving the organizational goals.

- *Marketing & Digital Marketing Campaign Development, Management and Optimization*
Each campaign should include, but not limited to, the following components to drive traffic, brand awareness, and ridership/sales:
 - Campaign goals development and effectiveness tracking
 - Identifying target audiences and providing insight to customer behavior
 - Developing key campaign messaging and potential offers for campaign success
 - Developing strategy for reaching and engaging target audiences
 - Developing mixed media campaign consisting of traditional and online media

- *Email, Social Media and Mobile Marketing Strategy Development, Implementation and Optimization*
Research, develop and propose new and innovative digital marketing strategies and tactics through email, social media, and/or mobile to help OCTA retain current customers and acquire new customers. Execute a successful agile marketing plan to improve performance and ROI. Provide systematic solution to implement, manage and optimize social media platforms as well as analytics to maximize public interaction and engagement.

- *Online and Traditional Media Planning, Buying and Optimization*
Understand where the target audiences live online and offline, develop a flexible and high-quality media plan for each campaign to include targeting endemic and broad reach sites/media as well as niche media/sites with loyal and passionate followings to engage potential customers in a clutter-free, relevant environment. Online media buying and optimization systems and technology are also required to provide real-time analytics data for refining campaign and discover insights to maximize ROI. In addition to this contract, OCTA has some reserved funds for direct media buy.

- *Ethnic Marketing and Translation (Hispanic and Asian)*
Research, develop and implement marketing programs targeting specific ethnic markets in OC and surrounding communities. Develop media plans that understand where ethnic target audiences live online and offline to meet ridership and sales goals. Provide translation services for target markets, to include Spanish, Chinese, Korean, Vietnamese, Tagalog and Farsi, as well as other languages per the request of OCTA.

- *Print and Digital Creative Development, Design, Copywriting and Production*
Create strategic and innovative design theme and message that resonate with campaign target audiences in both online and print formats. Be able to respond quickly to execute creative development through design, copywriting, and

production in a timely manner to meet the project deadlines. Consultant shall have the ability to produce, deliver, or accept files from the following software:

- Adobe Creative Suite 5 (including Photoshop, Illustrator, InDesign)
 - High resolution PDF
 - Microsoft Office (Word, Excel, PowerPoint)
 - Ability for FTP electronic file transfer
- Market/Customer Research, Segmentation Study, Online Survey Design, Implementation and Reporting
To assist marketing planning and strategy development, identified research needs to gain customer insights and market intelligent information through primary and secondary research and surveys. Use state-of-the-art techniques to design, implement and report appropriate study/survey as needed.
- Web and Mobile Design and Development
To assist in web and mobile design and execution as necessary, Consultant should have proficiency with web and mobile design, development, testing and deployment. The Consultant should have experience with the Ektron content management system, [ASP.NET](#) 3.5 framework and advance front-end technologies, such as HTML5 and JQuery. In addition, the Consultant should have background with API development with Facebook, Twitter, YouTube, Google Maps and ESRI.
- Video Production
Produce campaign videos for digital and television viewing, to include treatments, script development, casting, filming (using professional equipment and post production), editing, sound mixing, musical scoring and titling, as well as delivery of working files and full-resolution final cuts.
- Photography
Provide original photography services to support approved marketing plans to showcase OCTA's products and services in a favorable and imaginative way. Photography support should include selection and management of paid models, the ability to provide studio shots on seamless, interior building and/or train shots including people and location shots showcasing various trains. Trains will either be static or moving.
- Collateral Production, Printing, Distribution and Specialty Printing
Various types of printing projects will require production, distribution, installation and/or removal during the course of this contract term, based on the approved marketing plan developed. Prior to release of all projects for print, a formal estimate will be received and approved by OCTA's project manager. All pieces will require both a laser and digital color proof and, on occasion, it may be necessary to attend a press check. Seventy-five samples should be delivered to OCTA prior to delivery of the entire project. Delivery addresses will vary. Samples are delivered to the OCTA administrative offices in Orange; however,

other pieces may be delivered to various designated mailing houses or the Garden Grove Marketing warehouse. Consultants or Consultant subcontractor should have the following minimum requirements:

- 1- to 6-color lithographic printing
- Digital variable data printing capability, which would include multiple areas of unique information on various sides/pages of the document.
- Ability to provide film for in-house printing, film must be provided with a 24 hour turnaround.
Film size up to 17.5" x 22.5"
- Standard turnaround on print jobs shall be 5 working days; maximum turn on any one project would be no more than 10 business days from receipt of digital mechanical to delivery.
- Digital press printing for small quantity jobs. Provide short run print projects within a 24 to 48 hour period
- Ability to turn rush jobs in 72 hours or less when needed
- Ability to manage multiple print projects at the same time (could be between 5-10 unique print jobs) in the maximum turn time of 10 business days
- Ability to produce, deliver or accept files from the following software:
 - Adobe Creative Suite 5 (including Photoshop, Illustrator, InDesign)
 - High resolution PDF
 - Microsoft Office (Word, Excel, PowerPoint)
 - Ability for FTP electronic file transfer

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

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

Metrolink NewsLink Quarterly Newsletter

Size: Flat size 22.75" x 11", folded to 5.6875" x 11"

Quantity: 5,000

Color: 4/4 with full bleeds

Stock: 100# gloss book

Proofs: Digital Color

Bindery: Score and accordion fold down, box and deliver to 1 location in OC

200 samples delivered folded and carton packed to OCTA

Metrolink Kiosk Posters

Size: 24" x 36"

Quantity: 25

Color: 4CP + aqueous, one side with full bleeds

Stock: 100# endeavor velvet book

Proofs: Digital Color

Bindery: Trim, Kraft wrap, carton pack, and deliver

"Take One" Cards

Size: 3.75" x 9"

Quantity: 50,000

Color: 4CP + aqueous, both sides with full bleeds

Stock: 80# gloss cover

Proofs: Digital Color

Bindery: Trim, band in 50's, carton pack, and deliver

Promotional Interior Card

Size: 11"h x 24"w

Quantity: 600 or 1,200 cards

Color: 4/0 with bleeds all edges

Stock: .018 C1S Card Stock

Proofs: Digital Color

Bindery: Trim to size, carton pack and deliver to Los Alamitos, CA

Supplying Negative RRED Film for the AUTHORITY In-house Use
(24-48 hour turnaround)

- 1-Color, 8.5"x11"
- 4-Color, 8.5"x11"
- 1-Color, 17.5"x22.5"
- 4-Color, 17.5"x22.5"

PROGRAM MANAGEMENT

OCTA's Marketing Program Administrator will be the key contact for the Consultant and will direct the Consultant's work efforts. Consultant will be responsible for implementing the work described in the Scope of Work under the direction of the OCTA Marketing Program Administrator. The Marketing Program Administrator will form, and be a part of, an internal project team to assist in providing project direction. All jobs performed by the Consultant shall require a cost estimate and the Marketing Program Administrator's approval before commencing.

Consultant shall designate an Account Manager within the Consultant to be the primary liaison with OCTA for day-to-day marketing activities. The Account Manager will manage written communications through OCTA's online project management system. The Account Manager shall have the authority to make commitments and decisions that

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

EXHIBIT A – ATTACHMENT A: DEFINITIONS OF JOB FUNCTIONS

DEFINITIONS OF JOB FUNCTIONS

To support the services listed, a list of job functions and a brief description that may be required, but not limited to following:

Account/Project Manager – Primarily responsible for the initiation and execution of all marketing, creative, media, and research projects for the brands. Maintains strong, lasting client relationships based on progress in achieving client’s marketing objectives.

Account Coordinator – Assists Account Manager in maintaining the day-to-day services of the projects and accounts they are assigned to.

Account Planner – Ensures that all strategic initiatives “work” by contributing to the strategic process through marketing plan development, brief generation; market trend research, implementation and analysis; intelligence support, etc.

Market Research Manager – Gathers and analyzes qualitative and quantitative data in preparation of promotional campaigns for the client to identify and assess changing behaviors in the marketplace.

Market Research Analyst – Responsible for providing assistance to the Market Research Manager in all phases of the marketing research process from project conception to client presentations.

Creative Director – Experienced specialist in either art or copy, supervises a group of creative staff to produce outstanding creative work.

Art Director – Formulates concepts and executes layout designs for artwork and copy to be presented by visual communications.

Graphic Designer – Creator of conceptual designs and solutions based on approved marketing plan; Executes approved conceptual design based on customer feedback.

Traffic Manager – Acts as a liaison between Account Services and all other departments. Supervises, coordinates and ensures the on time and orderly flow of all advertising from job initiation to its release and billing.

Production Manager – Works directly with creative staff to identify and coordinate needed materials for the production of given tactics, and manages their production.

Illustrator – Creator of images based on traditional or computer generated illustrative methods.

Copywriter – Responsible for the total creative product in direct mail, print or broadcast media; produces bold, strategic, persuasive messages in all media.

Proofreader – Responsible for reviewing all projects to ensure accuracy, of the written word and visual message. Ensures that all tactics within a marketing campaign carry a consistent message.

Social Media Manager – A digital-savvy communications professional with experience designing and executing social media for brands. Develops and executes innovative social media marketing programs for clients that effectively “break through the noise” and connect with participants by delivering value.

Social Media Specialist – Develop and maintain comprehensive social media strategies that define how social media marketing techniques will be applied to increase visibility and traffic across all clients' brands and products.

e-Marketing Specialist – Works to expand social media marketing services and online content strategies for clients—whether that's in social networks or finding creative, new ways to tell stories on clients' Web sites or other Web properties.

Web Designer – Responsible for the development and execution of creative concepts for leading edge marketing and Web solutions.

Web Programmer – Converts project specifications and statements to detailed logical charts for coding into computer language.

Web Data Analyst – Measures, collects analysis and reports internet data for purposes of understanding and optimizing web usage.

Photo/Video Supervisor – Oversees photographer or videographer to ensure integrity of the concept is captured in the visual medium.

Photographer – Creates original photography based on set parameters. Understanding that photographer's bill by day rate or ½ day rate, provide hourly rate based on this pricing in order for pricing comparison.

Videographer – Shoots original video footage based on a set of parameters, then edits to a full-length video. Understanding that videographer's bill by day rate or ½ day rate, provide hourly rate based on this pricing in order for pricing comparison.

Media Planner & Buyer – Responsible for all media activities on a group of accounts; develops the media plan; selects media to achieve a given sales objective within a predetermined budget; supervises others; has professional and client contact. Responsible for the negotiation and placement of all media for existing clients and new business, in addition to making special recommendations to be presented to the client and key account management personnel.

Translator – Provides translation services of marketing projects, either in-house or through a subcontractor. Responsible for proofreading and validating the integrity of the translation provided.

EXHIBIT B: PRICE SUMMARY SHEET

PRICE SUMMARY SHEET

REQUEST FOR PROPOSALS (RFP) 4-1530

Enter below the proposed hourly rate(s) to perform work described in one or both Scope of Work included as Exhibit A-1 and Exhibit A-2. Prices shall be fully burdened rate to include hourly rate, general and administration, overhead and profit. Understanding that firms have different titles for specific job functions, please see Exhibit A – Attachment A, entitled “Definitions of Job Functions” for a list of descriptions for each job function as defined by OCTA and provide the hourly rate(s) for the description that your firm’s job function best fits. OCTA’s intention is to award separate time and expense price contracts for each Scope of Work.

JOB FUNCTION	HOURLY RATE
Account/Project Manager	_____
Account Coordinator	_____
Account Planner	_____
Market Research Manager	_____
Market Research Analyst	_____
Creative Director	_____
Art Director	_____
Graphic Designer	_____
Traffic Manager	_____
Production Manager	_____
Illustrator	_____
Copywriter	_____
Proofreader	_____
Social Media Manager	_____
Social Media Specialist	_____
e-Marketing Specialist	_____
Web Designer	_____
Web Programmer	_____
Web Data Analyst	_____
Photo/Video Supervisor	_____
Photographer	_____
Videographer	_____
Media Planner & Buyer	_____
Translator	_____

1. I acknowledge receipt of RFP 4-1530 and Addenda No.(s)_____.
2. This offer shall remain firm for _____ days from the date of proposal.
(Minimum of 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

DATE SIGNED _____

EXHIBIT C: PROPOSED AGREEMENT

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

6 **ARTICLE 2. AUTHORITY DESIGNEE**

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

9 **ARTICLE 3. SCOPE OF WORK**

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

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

16 **Names**

Functions

17
18
19
20
21 C. No person named in paragraph B of this Article, or his/her successor approved by
22 AUTHORITY, shall be removed or replaced by FIRM, nor shall his/her agreed-upon function or level of
23 commitment hereunder be changed, without the prior written consent of AUTHORITY. Should the
24 services of any key person become no longer available to FIRM, the resume and qualifications of the
25 proposed replacement shall be submitted to AUTHORITY for approval as soon as possible, but in no
26 event later than seven (7) calendar days prior to the departure of the incumbent key person, unless

1 FIRM is not provided with such notice by the departing employee. AUTHORITY shall respond to FIRM
2 within seven (7) calendar days following receipt of these qualifications concerning acceptance of the
3 candidate for replacement.

4 **ARTICLE 4. TERM OF AGREEMENT**

5 This Agreement shall commence on July 1, 2014, and shall continue in full force and effect
6 through June 30, 2015, unless earlier terminated or extended as provided in this Agreement.

7 **ARTICLE 5. PAYMENT**

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

11 B. AUTHORITY shall pay FIRM at the rate(s) set forth in Exhibit B, entitled "Price
12 Summary Sheet," attached to and, by this reference, incorporated in and made a part of this
13 Agreement. These rate(s) shall remain fixed for the term of the Agreement and are acknowledged to
14 include FIRM's direct costs, indirect costs, tax and profit.

15 C. FIRM shall invoice AUTHORITY on a monthly basis for payments corresponding to the work
16 actually completed by FIRM. Work completed shall be documented in a monthly progress report
17 prepared by FIRM, which shall accompany each invoice submitted by FIRM. FIRM shall also furnish
18 such other information as may be requested by AUTHORITY to substantiate the validity of an invoice.
19 At its sole discretion, AUTHORITY may decline to make full payment until such time as FIRM has
20 documented to AUTHORITY's satisfaction, that FIRM has fully completed all work.

21 D. Invoices shall be submitted by FIRM on a monthly basis and shall be submitted in duplicate
22 to AUTHORITY's Accounts Payable office. Each invoice shall be accompanied by the monthly
23 progress report specified in paragraph C of this Article. AUTHORITY shall remit payment within thirty
24 (30) calendar days of the receipt and approval of each invoice. Each invoice shall include the following
25 information:

26 /

- 1 1. Agreement No. C-4-1530;
- 2 2. Labor (staff name, actual hours expended, hourly billing rate, current charges and
- 3 cumulative charges) and other expenses performed during the billing period;
- 4 3. The time period covered by the invoice;
- 5 4. Total monthly invoice (including project-to-date cumulative invoice amount);
- 6 5. Monthly Progress Report;
- 7 6. Certification signed by the FIRM or his/her designated alternate that a) The invoice
- 8 is a true, complete and correct statement of reimbursable costs and progress; b) The backup
- 9 information included with the invoice is true, complete and correct in all material respects; c) All
- 10 payments due and owing to subcontractors and suppliers have been made; d) Timely payments will
- 11 be made to subcontractors and suppliers from the proceeds of the payments covered by the
- 12 certification and; e) The invoice does not include any amount which FIRM intends to withhold or retain
- 13 from a subcontractor or supplier unless so identified on the invoice.
- 14 7. Any other information as agreed or requested by AUTHORITY to substantiate the
- 15 validity of an invoice.

16 **ARTICLE 6. MAXIMUM OBLIGATION**

17 Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and FIRM

18 mutually agree that AUTHORITY's maximum cumulative payment obligation (including obligation for

19 FIRM's profit) shall be _____ Dollars (\$ _____00) which shall include all amounts

20 payable to FIRM for its subcontracts, leases, materials and costs arising from, or due to termination of,

21 this Agreement.

22 **ARTICLE 7. NOTICES**

23 All notices hereunder and communications regarding the interpretation of the terms of this

24 Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing

25 said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid

26 and addressed as follows:

1 To FIRM:

To AUTHORITY:

2 Orange County Transportation Authority

3 550 South Main Street

4 P.O. Box 14184

5 Orange, CA 92863-1584

6 ATTENTION:

ATTENTION: Donald Herrera

7 (714) 560 - 5644

8 dherrera@octa.net

9 **ARTICLE 8. INDEPENDENT CONTRACTOR**

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

17 **ARTICLE 9. INSURANCE**

18 A. FIRM shall procure and maintain insurance coverage during the entire term of this
19 Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. FIRM shall
20 provide the following insurance coverage:

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

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

26 3. Workers' Compensation with limits as required by the State of California including a

1 waiver of subrogation in favor of AUTHORITY, its officers, directors, employees or agents;

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

3 5. Professional Liability with minimum limits of \$1,000,000.00 per claim.

4 B. Proof of such coverage, in the form of an insurance company issued policy endorsement
5 and a broker-issued insurance certificate, must be received by AUTHORITY prior to commencement of
6 any work. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days
7 from the effective date of this Agreement with the AUTHORITY, its officers, directors, employees and
8 agents designated as additional insured on the general and automobile liability. Such insurance shall
9 be primary and non-contributive to any insurance or self-insurance maintained by the AUTHORITY.

10 C. FIRM shall include on the face of the Certificate of Insurance the Agreement Number C-4-
11 1530; and, the Contract Administrator's Name, Donald Herrera.

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

14 E. FIRM shall be required to immediately notify AUTHORITY of any modifications or
15 cancellation of any required insurance policies.

16 **ARTICLE 10. ORDER OF PRECEDENCE**

17 Conflicting provisions hereof, if any, shall prevail in the following descending order of
18 precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 4-
19 1530; (3) FIRM's proposal dated _____; (4) all other documents, if any, cited herein or
20 incorporated by reference.

21 **ARTICLE 11. CHANGES**

22 By written notice or order, AUTHORITY may, from time to time, order work suspension and/or
23 make changes in the general scope of this Agreement, including, but not limited to, the services
24 furnished to AUTHORITY by FIRM as described in the Scope of Work. If any such work suspension or
25 change causes an increase or decrease in the price of this Agreement, or in the time required for its
26 performance, FIRM shall promptly notify AUTHORITY thereof and assert its claim for adjustment within

1 ten (10) calendar days after the change or work suspension is ordered, and an equitable adjustment
2 shall be negotiated. However, nothing in this clause shall excuse FIRM from proceeding immediately
3 with the Agreement as changed.

4 **ARTICLE 12. DISPUTES**

5 A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact
6 arising under this Agreement which is not disposed of by supplemental agreement shall be decided by
7 AUTHORITY's Director, Contracts Administration and Materials Management (CAMM), who shall
8 reduce the decision to writing and mail or otherwise furnish a copy thereof to FIRM. The decision of the
9 Director, CAMM, shall be final and conclusive.

10 B. The provisions of this Article shall not be pleaded in any suit involving a question of fact
11 arising under this Agreement as limiting judicial review of any such decision to cases where fraud by
12 such official or his representative or board is alleged, provided, however, that any such decision shall
13 be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous
14 as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any
15 appeal proceeding under this Article, FIRM shall be afforded an opportunity to be heard and to offer
16 evidence in support of its appeal.

17 C. Pending final decision of a dispute hereunder, FIRM shall proceed diligently with the
18 performance of this Agreement and in accordance with the decision of AUTHORITY's Director, CAMM.
19 This Disputes clause does not preclude consideration of questions of law in connection with decisions
20 provided for above. Nothing in this Agreement, however, shall be construed as making final the
21 decision of any AUTHORITY official or representative on a question of law, which questions shall be
22 settled in accordance with the laws of the state of California.

23 **ARTICLE 13. TERMINATION**

24 A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or
25 part, by giving FIRM written notice thereof. Upon said notice, AUTHORITY shall pay FIRM its allowable
26 costs incurred to date of termination and those allowable costs determined by AUTHORITY to be

1 reasonably necessary to effect such termination. Thereafter, FIRM shall have no further claims against
2 AUTHORITY under this Agreement.

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

13 **ARTICLE 14. INDEMNIFICATION**

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

20 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

26 /

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

6 **Subcontractor Name/Addresses**

Function

7
8
9 **ARTICLE 16. AUDIT AND INSPECTION OF RECORDS**

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

19 **ARTICLE 17. CONFLICT OF INTEREST**

20 FIRM agrees to avoid organizational conflicts of interest. An organizational conflict of
21 interest means that due to other activities, relationships or contracts, the FIRM is unable, or
22 potentially unable to render impartial assistance or advice to the AUTHORITY; FIRM's objectivity in
23 performing the work identified in the Scope of Work is or might be otherwise impaired; or the FIRM
24 has an unfair competitive advantage. FIRM is obligated to fully disclose to the AUTHORITY in
25 writing Conflict of Interest issues as soon as they are known to the FIRM. All disclosures must be
26 submitted in writing to AUTHORITY pursuant to the Notice provision herein. This disclosure

1 requirement is for the entire term of this Agreement.

2 **ARTICLE 18. CODE OF CONDUCT**

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

6 **ARTICLE 19. FEDERAL, STATE AND LOCAL LAWS**

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

10 **ARTICLE 20. EQUAL EMPLOYMENT OPPORTUNITY**

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

18 **ARTICLE 21. PROHIBITED INTERESTS**

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

22 **ARTICLE 22. OWNERSHIP OF REPORTS AND DOCUMENTS**

23 A. The originals of all letters, documents, reports and other products and data produced under
24 this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made
25 for FIRM's records but shall not be furnished to others without written authorization from AUTHORITY.
26 Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be

1 retained by AUTHORITY.

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

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

16 **ARTICLE 23. PATENT AND COPYRIGHT INFRINGEMENT**

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

1 by FIRM when such use in combination infringes upon an existing U.S. letters patent or copyright.

2 B. FIRM shall have sole control of the defense of any such claim or suit and all negotiations for
3 settlement thereof. FIRM shall not be obligated to indemnify AUTHORITY under any settlement made
4 without FIRM's consent or in the event AUTHORITY fails to cooperate fully in the defense of any suit or
5 claim, provided, however, that said defense shall be at FIRM's expense. If the use or sale of said item
6 is enjoined as a result of such suit or claim, FIRM, at no expense to AUTHORITY, shall obtain for
7 AUTHORITY the right to use and sell said item, or shall substitute an equivalent item acceptable to
8 AUTHORITY and extend this patent and copyright indemnity thereto.

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

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

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

24 **ARTICLE 25. FORCE MAJEURE**

25 Either party shall be excused from performing its obligations under this Agreement during the
26 time and to the extent that it is prevented from performing by an unforeseeable cause beyond its

1 control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material,
2 products, plants or facilities by the federal, state or local government; national fuel shortage; or a
3 material act or omission by the other party; when satisfactory evidence of such cause is presented to
4 the other party, and provided further that such nonperformance is unforeseeable, beyond the control
5 and is not due to the fault or negligence of the party not performing.

6 **ARTICLE 26. HEALTH AND SAFETY REQUIREMENT**

7 FIRM shall comply with all the requirements set forth in Exhibit E, Level 1 Safety Specifications.

8 Upon execution by both parties, this Agreement shall be made effective July 1, 2014.

9 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-4-1530 to be
10 executed on the date first above written.

11 **FIRM**

ORANGE COUNTY TRANSPORTATION AUTHORITY

12 By _____

By _____

13 Carolina Coppolo
14 Manager, Contracts and Procurement

15 APPROVED AS TO FORM:

16 By _____

17 Kennard R. Smart, Jr.
18 General Counsel

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM

STATUS OF PAST AND PRESENT CONTRACTS FORM

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact Name:	Phone:
Project Award Date:	Original Contract Value:
Term of Contract:	
1) Status of contract:	
2) Identify claims/litigation or settlements associated with the contract:	
3) Reason for termination	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

_____ Name

_____ Date

_____ Title

EXHIBIT E: SAFETY SPECIFICATIONS

LEVEL 2 SAFETY 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) policies, 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 may be cause for termination of this agreement with the Authority, at the sole discretion of the Authority.

C. INJURY AND ILLNESS PREVENTION PLAN

The Contractor shall submit to the Authority, a copy of their company Injury and Illness Prevention Plan (IIPP) in accordance 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.

- D. Policy or Certification of Compliance Company's Substance Abuse Prevention Policy.

E. HAZARD COMMUNICATION PROGRAM

1. Contractor shall comply with CCR Title 8, Section 5194, Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of MSDS for all applicable products.
2. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

F. DESIGNATED SAFETY REPRESENTATIVE

1. Before beginning on-site activities, the Contractor shall designate an on-site Safety Representative. This person shall be a competent or qualified individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards, and has the authority to affect changes in work procedures that may have associated schedule and budget impacts.

2. The Contractor shall provide the Authority's Project Manager a resume outlining the qualifications, or job experience of Contractor's competent person that assumes the position of the Contractor Safety Representative assigned to the project. The Contractor's safety representative for Authority projects are subject to Acceptance by the Authority Project Manager. All contact information of the safety representative (name, phone, and fax and pager/cell phone number) shall be provided to the Authority Project Manager.
3. The Contractor's Safety Representative shall have, as a minimum, a 30 hour OSHA training certificate, five (5) years experience on similar scope projects. The authority reserves the right to allow for an exception of these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC department.
4. Competent Person means one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

G. ORIENTATION

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

H. TRAFFIC & PARKING

1. The Contractor shall ensure that all Contractor vehicles, including those of its sub-tier contractors, suppliers, vendors and employees are parked in designated parking areas, are identified by company name and/or logo, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.

I. GENERAL PROVISIONS

1. The Contractor shall provide all necessary tools, equipment, and related safety protective devices to execute the scope of work in compliance with Authority's HSEC requirements, CCR Title 8 Standards, and recognized safe work practices.

2. The Contractor shall immediately notify the Authority's Project Manager whenever local, state or federal regulatory agency personnel are identified as being onsite.
3. The Authority HSEC requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be pre-planned and performed, and safe conditions shall be maintained during the course of this work scope.
4. The Contractor shall specifically acknowledge that it has primary responsibility to prevent and correct all health, safety and environmental hazards for which it and its employees, or its sub-tier contractors (and their employees) are responsible. The Contractor shall further acknowledge their expertise in recognition and prevention of hazards in the operations for which they are responsible, that the Authority may not have such expertise, and is relying upon the Contractor for such expertise. The Authority retains the right to notify the Contractor of potential hazards and request the Contractor to evaluate and, as necessary, to eliminate those hazards.
5. The Contractor shall instruct all its employees, and all associated sub-contractors under contract with the Contractor who are required to work on Authority property in the recognition, identification, and avoidance of unsafe acts and/or conditions applicable to its work.
6. California Code of Regulations (CCR) Title 8 Standards are minimum requirements, and each Contractor is encouraged to exceed minimum requirements. When the Contractor safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of the public and workers.

1.2 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents:
 1. Damage to Authority property (or incidents involving third party property damage);
 2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration);
 3. Incidents impacting the environment, i.e. spills or releases on Authority property.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the general public that arise from the performance of Authority contract work. An initial written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.

C. A final written incident investigative report shall be submitted within seven (7) calendar days, and include the following information. The current status of anyone injured, photos of the incident area, detailed description of what happened, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of the task planning documentation, and the corrective action initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report acceptable to OCTA.

1.3 PERSONAL PROTECTIVE EQUIPMENT

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

1.4 LANGUAGE REQUIREMENTS

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

1.5 WARNING SIGNS AND DEVICES

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

1.6 REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. FCR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. OCTA Construction Management Procedures Manual
- E. OCTA Yard Safety Rules
- F. OCTA Emergency Response Guide
- G. OCTA Weekly Safety Briefings

END OF SECTION