



**“OC STREETCAR SAFETY AND  
PUBLIC EDUCATION CAMPAIGN”  
OCTA RFP No. 2-2207**

**RESPONSE TO RFP BY:**



**April 26, 2022**

990 South Purdue Circle  
Anaheim, California 92807-5114  
(714) 974-5769

1618 Yeager Avenue  
La Verne, California 91750  
(909) 392-1900

515 South Figueroa Street, Suite 1515  
Los Angeles, California 90071  
(213) 300-3871 (DTS1)



# Table of Contents

<b>1.1. Cover Letter</b>	<b>4</b>
<b>1.2. Project Summary and Vendor Qualifications</b>	<b>5</b>
Understanding of OCTA	5
Intended Work to be Accomplished	6
Something for Everyone	7
Connecting to Your Audience: The OC Streetcar Project’s Image and Tagline	7
Branding and Marketing Strategies	8
Primary Objectives Based Upon Scope of Service	10
<b>1.3. DTS Methodology</b>	<b>11</b>
Ongoing Communication/Strategy Sessions	11
Strategic Approach “How We Are Different”	12
Target Audiences	13
Goals & Objectives	13
Why DTS is Interested in this Account	14
About DTS	16
<b>1.4. High-Level Fee Schedule</b>	<b>17</b>
<b>1.5. Excluded or Subcontracted Services</b>	<b>18</b>
<b>1.6. List of Public Sector Projects &amp; Contacts</b>	<b>19</b>
Employment Expos & Jobs Fairs: LA, San Bernardino, & Orange Counties	19
Waterman Gardens (Public Housing Project): San Bernardino County	20
Boy Scouts of America: Greater Los Angeles Area Council	22
Project Samples	23
Governmental Summit & Employment Expos	23
Industry Football Stadium Campaign	24
Boy Scouts of America & Municipal Promotions	25
Foothill Gold Line - Public Infographic	26
Inglewood - NFL Football and City Branding	27
<b>1.7. Lobbying/Advocating Services and Conflicts of Interest</b>	<b>28</b>
<b>1.8. Certification of Proposal Submission</b>	<b>29</b>
<b>1.9. Certification of Proposer Qualifications</b>	<b>30</b>
<b>1.10. Permits and Licenses</b>	<b>31</b>
<b>1.11. Company Background Information and References</b>	<b>32</b>
Overview of the Firm	32
The Philosophy Behind Our Magic	32
Creativity and Business Acumen	33



Capabilities and Services Relevant to OCTA .....	33
Graphic Design .....	33
Marketing Communications and Branding .....	33
Interactive and Social Media Communications .....	34
Strategic Planning.....	34
Public Relations and Issues Management .....	34
Public Sector / Non-Profit Clients.....	34
Positive Client Relationships .....	35
References .....	35
<b>1.12. Key Project Personnel.....</b>	<b>36</b>
Our Team .....	36
Tom Daley, President and CEO—Executive Director .....	36
Dr. Michael D. Falkow, PMP, Senior Project Manager.....	37
Chris Bowman, Creative Director .....	39
Carlos Sanchez, Concepts and Production Designer .....	39
The “DTS NETWORK” .....	39
Michael Kodama, Chief Subject Matter Expert.....	40
Timothy M. Labus, Governmental Relations Specialist.....	40
Cristina Quintero, Multimedia & Multi-Lingual Specialist.....	42
Jim Krantz and Blake Woken, Photographers/Editors.....	42
<b>1.13. Key Personnel Résumés &amp; Project Organization Chart .....</b>	<b>44</b>
Project Organizational Chart .....	54
<b>1.14. Exhibit B: Price Summary Sheet .....</b>	<b>55</b>
Schedule I—Hourly Rate Schedule.....	55
Schedule II—Other Direct Costs Schedule .....	60
<b>1.15. Exhibit C: Proposed Agreement .....</b>	<b>62</b>
Agreement No. C-2-2207: Attachment A.....	87
<b>1.16. Exhibit D: Campaign Contribution Disclosure Form.....</b>	<b>104</b>
<b>1.17. Exhibit E: Status of Past and Present Contracts.....</b>	<b>109</b>
<b>1.18. Exhibit F: Disadvantaged Business Enterprise Program .....</b>	<b>111</b>
<b>1.19. Exhibit F-1: DBE Participation Commitment Form .....</b>	<b>120</b>
<b>1.20. Exhibit F-2: Letter of Acknowledgement and Commitment.....</b>	<b>123</b>
<b>1.21. Exhibit F-3: DBE Information – Good Faith Efforts.....</b>	<b>128</b>
<b>1.22. Exhibit F-4: Bidders List .....</b>	<b>129</b>
<b>1.23. Exhibit G: Restrictions on Lobbying .....</b>	<b>132</b>
<b>1.24. Exhibit H: Safety Specification .....</b>	<b>144</b>
<b>1.25. Exhibit I: Proposal Exceptions and/or Deviations .....</b>	<b>152</b>
<b>1.26. OCTA Campaign Concepts.....</b>	<b>154</b>

## 1.1. Cover Letter

April 26, 2022

Ms. Yvette Crowder, Senior Contract Administrator  
Orange County Transportation Authority  
Contracts Administration and Materials Management (CAMM)  
600 South Main Street, (Lobby Receptionist)  
Orange, California 92868

Attention: OCTA RFP No. 2-2207 "OC Streetcar Safety and Public Education Campaign"

Dear Ms. Crowder:

Thank you for considering Daley Technology Systems (DTS) as you evaluate your request for proposals No. 2-2207, including all three (3) Addenda, which DTS acknowledges. DTS is a Southern California-based, full-service marketing and public relations firm known for its strategic approach to helping clients meet their varying organizational goals. Since 2005, we have established a reputation for developing and implementing leading-edge marketing and state-of-the-art branding using superior graphic design and advertising mechanisms that address the transformative landscape in the public and private sectors. We offer our clients a wide range of services, all of which meet and exceed those outlined in the above-referenced RFP.

It appears from the RFP that OCTA is seeking a true renaissance in local transit and is setting the stage for a "Time of Transformation." OCTA leadership desires to move the Authority into the regional, national, and international spotlight for business, recreation, and economic development. Our DTS team designed and implemented <http://www.OCmovesMe.org> to showcase our dedication and desire to partner with OCTA to create a brighter future for generations to come.

DTS, the primary offeror, brings a proven and passionate team, which includes not only a certified DBE, but also retired municipal government and transportation officials who understand firsthand how municipal governments operate and how to deliver best-in-class marketing, advertising, and branding solutions that will help move OCTA further than anyone ever thought possible. In the field of public relations, we are experts who constantly seek to inspire, motivate, and encourage growth throughout an organization. For OCTA, this means helping to facilitate the unprecedented growth and transformation that OCTA wishes to undergo with its OC Streetcar Project.

As a strong and experienced strategic player, we seek to build robust and lasting relationships with all OCTA's internal and external partners and stakeholders with the primary goal of creating mutually beneficial and consistent communications, marketing, and branding that tells OCTA's story exactly as OCTA's leadership wishes it to be told. We trust you will find our expertise, capabilities, and passion to be exactly what OCTA is searching for. As requested, all information contained in this proposal is true and correct, and this proposal shall remain valid for a period of not less than 120 days from the date of submittal. Thank you, and we look forward to working with OCTA.

Sincerely,



Thomas E. Daley, MPA  
President and CEO  
Daley Technology Systems, LLC.  
[Tom.Daley@DTSconnect.com](mailto:Tom.Daley@DTSconnect.com)  
(626) 319-5114



## 1.2. Project Summary and Vendor Qualifications

### Understanding of OCTA

Since its formation in 1991, the Orange County Transportation Authority (OCTA) has kept residents and commuters moving throughout the 34 cities and unincorporated areas of Orange County. OCTA's responsibilities, programs, and services impact every aspect of transportation within the state's third-largest county.

OCTA is responsible for projects, programs, and services that affect the daily quality of life for Orange County's nearly 3.2 million residents and countless others who commute within the county or come here for recreation. By increasing efficiency and eliminating duplicative functions, OCTA has saved county taxpayers millions of dollars.

OCTA keeps people moving by reducing freeway congestion, improving safety and efficiency on our local roads, providing bus service and regional multimodal connections, helping people find ways to leave their cars at home, and providing safe, convenient transportation to those with special needs.

Encouraged by the idea that money would go to projects rather than people, in 1990, Orange County voters passed Measure M, the first transportation sales tax since 1912. After experiencing the success and progress of the original Measure M, nearly 70% of voters renewed the 30-year, half-cent transportation sales tax in 2006 to launch Measure M2, also known as OC Go. Administered by OCTA, OC Go continues to put tax dollars to work locally, often through grants to the county and Orange County's 34 cities for projects that improve life every day.



During the past 30 years, the transportation sales tax has opened the county with freeway connections, provided more than 1 billion dollars in flexible funding to cities and the county for street improvements and local transportation needs and helped the environment. The taxpayers told OCTA what they wanted, and OCTA continues to deliver.

Keeping Orange County's 6,500 lane miles of roadway in good repair has always been a key part of OCTA's mission. Working with the county's 34 cities, OCTA constructed bridges to separate cars from trains for safe and reliable commuting, synchronized traffic lights for less stop and more go, and repaired aging streets for smoother, safer travel. The pavement condition of Orange County's streets and roads consistently ranks best in the state.

### **Intended Work to be Accomplished**

All local municipalities should possess their own unique identity and attractive branding. Each of the 34 municipalities in Orange County has its own unique seal and logo—its own identity. For most municipalities, this is where it ends. They might have a college or university like Santa Ana College, Chapman University, or California State University, Fullerton, or perhaps they are home to a large mall, like South Coast Plaza, the Main Place, or the Brea Mall, yet they have no real "identity" as a destination. Anaheim is fortunate enough to have Disneyland and Angel Stadium; Buena Park has Knott's Berry Farm, and Newport Beach has harbors and beaches. Without these desirable destinations, these cities would face the challenges most other cities in Southern California face—a main attraction. The beach cities relish in their cool ocean vibes, but it is much more challenging for the inland OC cities, like Santa Ana, Garden Grove, and other surrounding cities to draw visitors to its businesses and venues.

What identity do Santa Ana and Garden Grove have? They are well-established and diverse communities with easy access to transportation options to local businesses, thriving retail centers, and amazing restaurants. Luckily, the OC Streetcar project is in the "Center of it All."



OCTA can showcase easy transportation access and promote the many safety benefits of this new transportation option. The key word is "promote." This is where DTS shines!

From our in-depth and detailed perspective, one of OC Streetcar's most significant benefits is its accessibility to residents, business, and visitors to Santa Ana and Garden Grove. This exciting project is going to create an opportunity for the local area businesses and residents to safely connect to a larger regional transportation network.

### **Something for Everyone**

OCTA builds and maintains a full spectrum of transportation options. The OCTA oversees the vast network of freeways, trains, light rail, busses, bike lanes, and now street cars. OCTA literally has something for everyone!

Every day, commuters travel throughout Orange County from their homes to their jobs somewhere in Southern California. Everyone hates traffic. Some people travel hours each day back and forth to work. At a certain point, their commute can negatively impact their quality of life. The OC Streetcar's proximity and easy access to downtown Santa Ana and the surrounding local area is a safe desirable solution and a major selling point. We can easily capitalize on that!

Residents, businesses, and other organizations will have easy access to the surrounding community and have a viable option to travel safely and comfortably. A comprehensive analysis by DTS will produce a breakdown what business and organization types should be targeted, and then a laser-focused marketing (safety and public education) campaign will be created and implemented. OCTA welcomes all residents, business owners, workers, and outside visitors!

### **Connecting to Your Audience: The OC Streetcar Project's Image and Tagline**

The DTS team has a personal stake in working with OCTA and the surrounding residents and new businesses, retaining strong anchors within the community, and evolving OCTA's vast transportation network. The senior project manager has lived in Anaheim for nearly four

decades, and our office is just north on the 57 freeway. We believe that the OC Streetcar project is a destination point for new and existing residents, local businesses, and visitors. The OC Streetcar project is conveniently located in historical downtown Santa Ana, next to three major freeways and less than five miles away from Disneyland and the beach communities. Our talented team is well-versed in the benefits of "everything local" campaigns, and we currently have clients in Orange County, including Laguna Beach. We get it because we were born in Southern California and have lived, attended school, and work here!

We feel that OCTA is perfectly situated to provide all the benefits of Southern California living. Hence our theme, "**OC Streetcar... Safety Awareness.**"

DTS will facilitate effective and professional market research, including at least three stakeholder-based focus groups with relevant players as part of its strategic branding and marketing campaign efforts. We will effectively promote "OC Streetcar Safety Awareness."

### **Branding and Marketing Strategies**

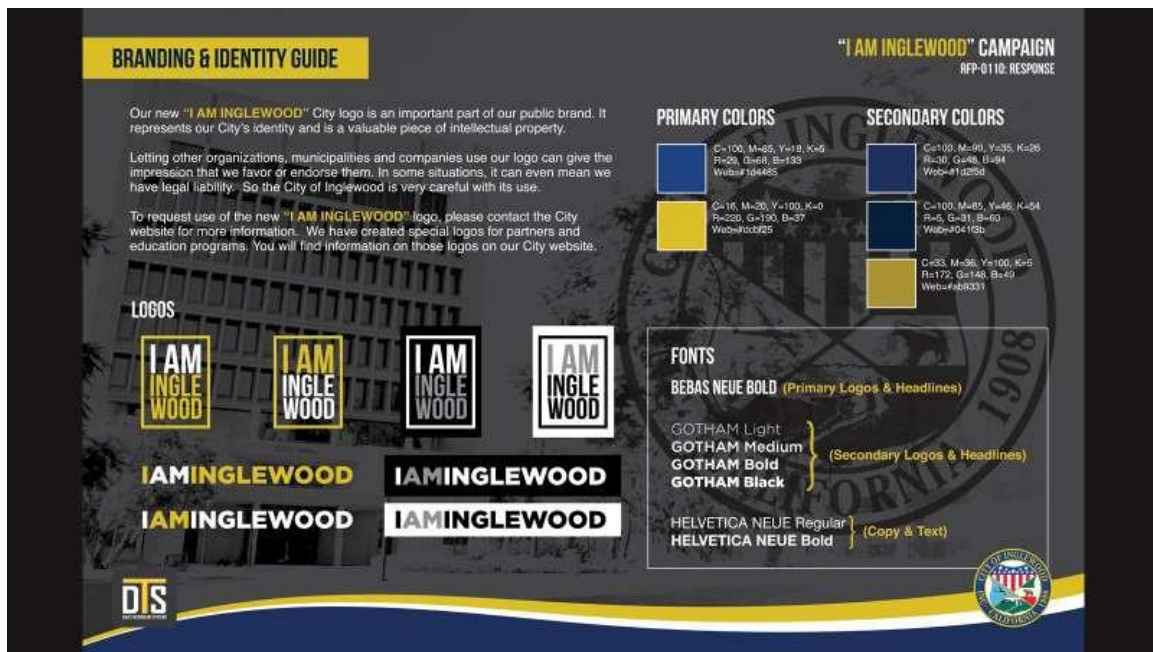
The DTS team collectively has decades of public, private, and nonprofit sector marketing and branding experience. We pride ourselves on knowing: 1) exactly how to perform the necessary requirements analysis by working with OCTA staff, businesses, residents, and other key stakeholders, 2) precisely how to identify realistic goals and clear objectives, 3) unambiguously how to communicate and rollout branding campaigns to OCTA administrators and staff, 4) exactly what marketing techniques and promotional tools will deliver the best results, and 5) specifically how to measure results by tracking all data by utilizing the latest software tools.

An effective marketing and branding strategy depends upon clear and constant communication to OCTA staff as well as the public. OCTA and DTS will cohesively work as partners to ensure a smooth and seamless implementation of this project. DTS staff is committed

to bi-weekly meetings for the first 90 days and working onsite alongside OCTA staff. Our proximity to OCTA (less than 10 miles) affords the DTS team the ability to travel to OCTA and easily meet with staff on a regular and convenient basis.

The DTS team excels in creating new and exciting brand campaigns for our valued clients. We do it all the time! Once we design the new OCTA image, we create a style or identity guide, which includes OCTA-approved colors, lines, fonts, styles, and graphics, as well as usage guidelines in various applications, formats, and platforms. This becomes the foundation of the OC Streetcar project moving forward. We then provide the "game plan" with short-term, mid-term, and long-term timelines and recommendations.

Here is the City of Inglewood's branding and identity guide, as an example.



The comprehensive strategy that DTS intends to produce can provide, among other things, the following types of deliverables:



- Video “Safety Sizzle Reel”
- Radio spots
- Branded giveaways (e.g., mugs, pens, bags, etc.)
- Graphic elements
- Brand architecture
- Economic development promotional materials
- Verbal branding (tone of voice)
- Fonts
- Color palette
- Icon system
- Cobranding
- Website branding
- Templates for presentations
- Lapel pins with new seal/logo
- Medals with new seal/logo
- Ambassador program
- Business cards
- Letterhead
- Envelopes
- Brochures
- Interior and exterior signage
- Email signature
- OCTA Board certificates
- Resolutions and commendations
- Proclamations
- Photography and stock photos

### **Primary Objectives Based Upon Scope of Service**

DTS will create and provide a comprehensive OCTA “OC Streetcar Safety” marketing and style guide, which will manage and control how all OCTA safety material and communications are presented and handled. This includes all official documents, signage, monuments, and materials used for written, visual, and digital platforms.

DTS will also provide a web-based platform for all OCTA administration, staff, and contactors to ensure that quality and consistency remain paramount. These materials will be provided electronically, creating a repository for all supporting material, including a thorough question and answer section.

DTS will develop a rollout strategy for introducing and infusing the new “safety” brand identity internally (e.g., within all OCTA departments) and externally (e.g., with all OCTA partners and stakeholders, such as the city chambers and any bureaus, agencies, or external government entities).

Just as good governance requires constant and consistent feedback that is evaluated and listened to, it is important to note that identifying a long-term rollout strategy also involves



internal and external feedback loops to ensure that all aspects of the OCTA’s new image are met with consistently positive and upbeat reactions from all agents and actors. DTS understands this essential component of any solid marketing strategy—perception is everything, and OCTA deserves, and will receive, only the best!

Together with OCTA’s leadership, DTS will create a set of performance metrics to include all e-government components (e.g., OCTA’s website, e-bulletins, social media, mass notification systems, etc.) that will measure the increased awareness of the communications strategy among staff, businesses, and residents. Surveys can be constructed that record aspects of the various levels of effectiveness for reporting and mid-deployment fine tuning.

Finally, a large part of any effective safety marketing and communications strategy involves the creation of support tools such as brochures, visitor safety guides, and other informational literature (both electronic and high-quality hardcopies) on safety for distribution through various channels and mediums. The overall goal is increase positive attention on public safety from all desired avenues as to what OC Streetcar has to offer and why the geographic area is a safe and desirable destination.

### **1.3. DTS Methodology**

#### **Ongoing Communication/Strategy Sessions**

Our approach is unlike others in the industry. As a partner, we strongly believe that the most successful relationships begin with a highly effective communications strategy. We ensure that our team together with OCTA’s leadership, management, and staff remain coordinated regarding the overall strategy, specific deliverables, timelines, and performance expectations.

During the initial stages of this program (e.g., the first three months), we recommend biweekly, in-person meetings with OCTA’s management team and monthly meetings thereafter. Included in these meetings would be the project manager, Dr. Michael D. Falkow, PMP, and our creative lead, Chris Bowman. These meetings would focus on the three elements identified





above (e.g., intended work to be accomplished is OC Streetcar’s safety image and tagline, and branding and marketing strategies) as well as specific expectations for the next 90 days.

As project manager, Dr. Falkow will oversee all aspects of this plan and serve as the primary point of contact. He and our entire team are on call 24/7 and will make ourselves available – in person or by phone – as often as is necessary or desired.

DTS will file project status reports monthly, which include updated performance metrics and expectations for the next 30, 60, 90 days, etc. Additional updates will be provided via e-mail as necessary or desired.

### **Strategic Approach “How We Are Different”**

It is our strategic approach, backed by behavioral methodology, which sets us apart from the rest. Everything we do, from strategy development to drafting press releases to picking up the phone and calling contacts, follows the behavioral science framework. Helping our clients strategically think through their own situation is at the core of our firm’s being.

Our ideas are not formed in a vacuum. We look at your organization and the world around you. We specifically evaluate the principal-agent relationship that exists between OCTA and its constituency and delve into the social and behavioral aspects that currently exist. Once this understanding has been determined, we focus on how OCTA wants to be perceived by current and prospective actors; only then do we develop a big-picture strategy complete with accurate and precise tactical elements to be implemented.

We recommend looking at the “OC Streetcar’s brand” holistically—where is it currently, and where is it going. We employ the latest marketing and business techniques to determine where we are now, where we want to go, and the brand positioning strategy that will take us there.

From this deliberate vantage point, we create effective strategies to determine the best tactics that get inside the heads of your audience with clear and concise messages that are



relevant and to the point. We then begin the creative execution process that generates the results OCTA desires.

Communication drives the way OCTA is perceived by local businesses, the citizenry, the area's many visitors, the public-at-large, and the media (e.g., local, regional, and national).

Running OCTA or any business without a communications strategy is like cooking a meal without a recipe or running a marathon without a training schedule—the results will likely not yield the desired outcome.

We will help OCTA develop the recipe, prepare a schedule, and strategize the safety game plan. By focusing on the relationships OCTA has with its audiences and how its brand can best deliver on these relationships, we can help you create a solid and strategic platform around which to base a thorough and effective communications program.

Most importantly, we are experienced in creating successful positioning strategies for local, national, and international clients, including nonprofit organizations. DTS understands that OCTA faces a different, complex marketplace; we have successfully traversed this intricate maze to reach target audiences and change their behavior. As such, OCTA has an amazing opportunity to leverage its success and deliver viable and remarkable results. DTS understands this process and will work directly with OCTA and its leadership to capitalize on this extremely rare and unique opportunity.

### **Target Audiences**

- OCTA Citizens (all ages and economic levels).
- Small, Mid-Sized, and Large Businesses (the revenue generators).
- Local, County, and Regional Governments / Organizations & Media.
- Job Seekers and Employers.

### **Goals & Objectives**

#### **1) Maintain OC Streetcar's positive image and promote safety "In the Center of it All"**

- OCTA will greatly benefit by effectively capitalizing on this opportunity.



- OCTA needs to “control” its message and image.
- This message can spread to neighboring cities and beyond.
- The OC Streetcar project is "your" transportation solution.
- OC Streetcar project...This brings our community together. Be part of history.

## **2) Promote safety to businesses (local, regional, and national)**

- Send various communications via e-mail announcements to business "decision-makers."
- Coordinate a business safety plan.
- Determine safety campaign areas, locations, buildings, and zones.
- Create and manage a safety plan to regional and national businesses.

## **3) Market safety initiatives to new residents (permanent and temporary)**

- Create a solid marketing strategy that promotes OCTA’s many benefits (e.g., retail convenience, business and residential locations, and public safety).
- Implement a targeted campaign aimed at commuters via radio spots and digital boards.
- Implement a comprehensive program that manages, communicates, and tracks campaign results.

## **Why DTS is Interested in this Account**

DTS searches for and welcomes new organizations and associations with a common focus and like-minded ideas and ambitions. This approach has led to our success and created lasting and worthwhile client relationships since 2005. DTS has vast experience in building, branding, marketing, and promoting cities, events, programs, and even stadiums. We worked for four years on the “Grand Crossing” Stadium in the City of Industry and worked with the City of Inglewood (Sofi Stadium—home to the NFL Rams and Chargers and an NBA arena for the Clippers).

We have the unique opportunity to delve into the subtleties of OCTA’s established image and longstanding brand. We work with and know many of OCTA’s local business owners, and we are excited to jump start this strategy quickly. The learning curve for our team will be noticeably short; therefore, OCTA will see results much sooner. We have the vast experience in governmental programs and projects necessary to manage OCTA’s branding and marketing strategy easily and effectively.

OCTA has built upon its historic roots working with major developers, businesses, and governmental leaders (local and regional) to transform the region into a centrally located destination to safely work, live, and play. DTS wants to be a part of this exciting opportunity to launch a major branding campaign to transform the way the Southern California views OCTA. OCTA has tremendous value, and DTS wants to help unlock it, leverage it, and amplify it.

Being part of a winning team and working with OCTA to constantly improve the image of OCTA and the way businesses are embraced is what makes this account so worthwhile. We want to be a "real partner for real change."

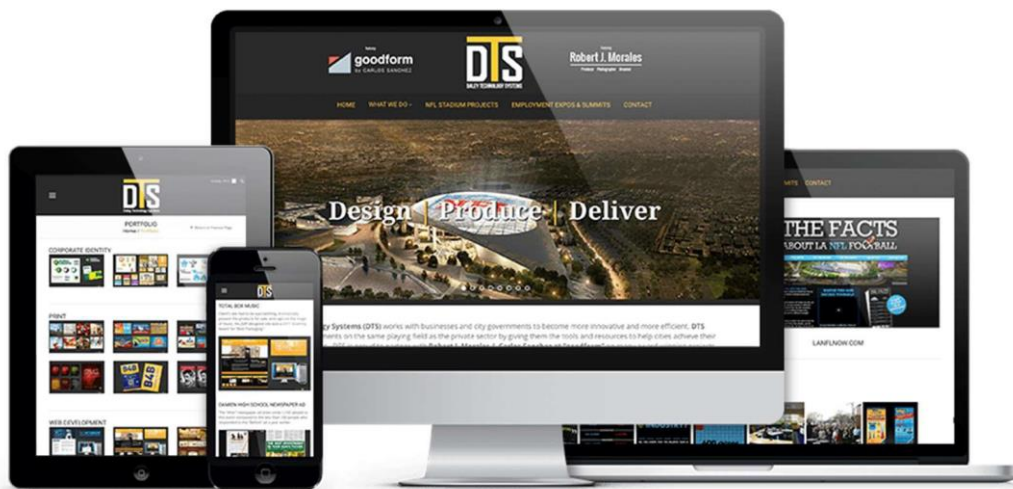
Our enthusiastic and committed team members will assist OCTA and proudly give life to the core values we genuinely believe in, including fairness and equality, integrity and character, excellence and innovation, professionalism and accountability, and strong morals and professional ethics. Together, we want to help OCTA make the region the best place in the world to safely live, learn, work, and do business. Please visit <http://www.OCmovesMe.org>. Let's keep the momentum going!



## About DTS


Daley Technology Systems, LLC (DTS) is an award-winning and SAM Certified small business based in Los Angeles, California. Established in 2005, the firm conceives and executes integrated marketing programs and public information campaigns that incorporate the principles of behavioral economics strategically designed to generate attention and deliver results. We are staffed by a remarkable and talented team of professionals with extensive technical, research, and creative background and experience. We are competitive with larger metropolitan agencies, yet maintain an entrepreneurial spirit, distinctive touch, and heartfelt passion for every client and project.

- Photography
- Website Design & Development
- Graphic Design
- Marketing Communications
- Branding
- Strategic Planning
- Social Media Communications
- Public Relations
- Project and Issues Management
- Behavioral Economics Planning & Testing
- Media TV, Radio, and Transportation
- Media Placement
- Paid Media
- Award-Winning Video Editing
- Scripting for Television and Radio
- Audio Editing
- Custom Music and Voice Over Work
- Video and Animation Graphics



## 1.4. High-Level Fee Schedule

Phase	Description	Project Fee	Timeframe
1	Strategic Research and Analysis <ul style="list-style-type: none"> <li>Interviews with OCTA Council, OCTA Administration, Residents, and Businesses</li> <li>Community Stakeholder Meetings (e.g., Focus Groups)</li> <li>Online Surveys</li> </ul>	\$205,000	12 months
2	Development of Competitive Identity and New Taglines	\$35,000	2 months
3	Brand Strategy	\$200,000	6 – 12 months
4	Marketing Strategy	\$260,000	6 – 24 months
	<b>Total (range)</b>	<b>\$700,000</b>	<b>24 months</b>

  
 Thomas E. Daley, MPA  
 President and CEO  
 Daley Technology Systems, LLC.

April 26, 2022  
 Date



DTS samples of previous "safety" concepts and campaigns

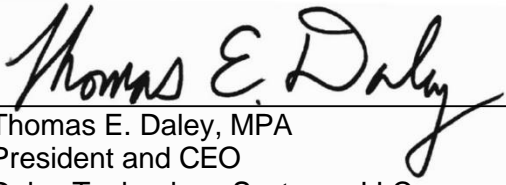




## 1.5. Excluded or Subcontracted Services

As mentioned in Addendum No. 3, the following services are not included in the DTS fee schedule referenced in Section 1.4 and would be the responsibility of OCTA or part of a secondary agreement. These services include printing, mailing, postal costs, fulfillment, newspaper and utility bill insertion fees, use of OCTA facilities, and radio and television advertising.

Section 1.12 contains a complete list of the DTS Key Project Personnel, including all subcontractors. DTS has received authority from all potential subcontractors that comprise its Key Project Personnel to certify compliance with all guidelines, rules, policies, and procedures as set forth by OCTA.

  
Thomas E. Daley, MPA  
President and CEO  
Daley Technology Systems, LLC.

April 26, 2022  
Date

## 1.6. List of Public Sector Projects & Contacts

### Employment Expos & Jobs Fairs: LA, San Bernardino, & Orange Counties

Since 2009, DTS has been tasked with marketing, branding, and advertising many employment and resource expos/fairs. We have partnered with the Los Angeles County Office of Education (LACOE), the Department of Public Social Services (DPSS), South Bay Workforce Investment Board (SBWIB), and Goodwill International, as well many municipalities to organize and promote employment events.

With remarkable success, these events have brought governmental organizations and private sector companies together to benefit the job seeker, employers, and governments. DTS is proud of its strong and deep relationship with its governmental partners and longtime clients.

We have consistently delivered superior service, ideas, and most importantly results!

#### Donald Lindgren

Career Development Programs (SPC)  
Los Angeles County Office of Education  
3216 Rosemead Blvd.  
El Monte, California 91731  
E-mail: [Lindgren\\_Don@LACOE.edu](mailto:Lindgren_Don@LACOE.edu)  
Phone: (626) 290-1431  
Contract Value: \$152,000



FEATURED EVENT

## LOS ANGELES COUNTY VETERAN'S RESOURCE AND JOB EXPO

**LA VETERANS  
RESOURCE EXPO**

**LA VETERANS RESOURCE EXPO**

Operation Vets is proud to announce the third annual "LA Veterans Resource Expo" (LAVetExpo.com) on July 26, 2019. Southern California has the largest veteran population in the nation. Last year's event helped many veterans, in Southern California, find jobs and the vital resources they need.

## **Waterman Gardens (Public Housing Project): San Bernardino County**

The odds were stacked against a proposal to redevelop the notorious Waterman Gardens public-housing project even before the more than 100 community meetings and focus group sessions were held. Located near the heart of San Bernardino – a city in bankruptcy and facing serious crime and gang violence – the 70-year-old project had become a convenient target for critics, politicians, and neighborhood groups who feel public housing is a significant contributor to the city's decline.

Working with the Housing Authority of the County of San Bernardino and National Community Renaissance, the master developer, we gleaned from our research that basing our case on the need for affordable housing was not going to suffice. Our opportunity, instead, was to position this an economic development project that would have a transformative effect on the neighborhood and entire community.

We shifted the discussion toward the economic benefits of the project. We went back to many of those same groups with our re-messaging campaign, enlisted media, business, and political support and went from a non-decision at the Planning Commission to unanimous support from the City Council. Impressively, the neighborhood association most vocally opposed to the redevelopment less than a year earlier spoke in our favor at the Council meeting.

In addition to Waterman Gardens, DTS has managed communications, marketing, and outreach for a variety of projects for National CORE and the Housing Authority, including the inaugural San Bernardino Homeowner Expo and the Build San Bernardino anti-blight program. We also serve as the lead marketing and communications agency for National CORE and its Hope through Housing Foundation subsidiary.



**Dr. Ciriaco "Cid" Piñedo**  
Senior Vice President for Public Affairs  
President, Hope through Housing Foundation  
National Community Renaissance C.O.R.E.  
9421 Haven Ave.  
Rancho Cucamonga, California 91730  
E-mail: [CPinedo@HTHF.org](mailto:CPinedo@HTHF.org)  
Phone: (909) 483-2444  
Contract Value: \$310,000



COMMUNITY CENTER FLOOR PLANS



## Boy Scouts of America: Greater Los Angeles Area Council

The Boy Scouts of America is one of the nation's largest and most prominent values-based youth development organizations. DTS has created multiple websites, media/ social apps, and database platforms that have served the BSA organization for almost ten years. We are proud to work with the Los Angeles Area Council, which provides a program for young people that builds character, trains them in the responsibilities of participating in citizenship, and develops personal fitness.

DTS has also created multiple fundraising programs and designed many marketing and advertising campaigns to help the BSA build a more conscientious, diverse, and productive organization. We have also received the highest honors awarded to corporate sponsors and donors.

**Jeffrey Sulzbach**  
Scout Executive/CEO  
Boy Scouts of America  
Cushman Watt Scout Center  
2333 Scout Way  
Los Angeles, California 90026  
E-mail: [Jeff.Sulzbach@Scouting.org](mailto:Jeff.Sulzbach@Scouting.org)  
Phone: (213) 718-3383  
Contract Value: \$275,000





## Project Samples

### Governmental Summit & Employment Expos





## Industry Football Stadium Campaign

**THE FACTS ABOUT LA NFL FOOTBALL**

<b>COST TO TAXPAYERS</b>	\$0	\$275,000,000
<b>PARKING SPACES</b>	25,000	4,000
<b>LOCATION SIZE</b>	600 ACRES	18 ACRES
<b>TAILGATING</b>	100'S OF ACRES	NO SPACE
<b>EIR APPROVAL</b>	YES	NO
<b>START OF CONSTRUCTION</b>	TODAY	2013

**YOU MAKE THE CALL!**  
[www.LANFLNOW.COM](http://www.LANFLNOW.COM)

**THE FACTS ABOUT LA NFL FOOTBALL**

**GUESS THE NAME OF YOUR NEW LA STADIUM @ INDUSTRY?**

DID YOU KNOW THAT THE MAJESTIC TEAM IS WORKING ON THE NAMING RIGHTS FOR THE GRAND CROSSING STADIUM WITH ONE OF THE LARGEST TECH COMPANIES ON THE PLANET?

**STAY TUNED...**  
[LANFLNOW.COM](http://LANFLNOW.COM)

**THE FACTS ABOUT LA NFL FOOTBALL**

**THE FACTS ABOUT LA NFL FOOTBALL**

**“SUBSTANCE OVER HYPE”**  
[LANFLFOOTBALL.COM](http://LANFLFOOTBALL.COM)

**SIZE MATTERS IN FOOTBALL**  
Where would you rather tailgate with your family and friends?

**FARMERS FIELD**  
15 ACRES

**LOS ANGELES FOOTBALL STADIUM**  
600 ACRES

**600 Acres**

**YOU MAKE THE CALL!**  
[www.LANFLNOW.COM](http://www.LANFLNOW.COM)

**THE FACTS ABOUT LA NFL FOOTBALL**

**THE FACTS ABOUT LA NFL FOOTBALL**

**THE ULTIMATE ANSWER**

**OPINION**  
New speaker, common goal

**WORLD-NATION**  
Boehner takes charge

**LOCAL**  
Williams case returns to court

**ITS ABOUT TIME!**

**LOS ANGELES STADIUM**



## Boy Scouts of America & Municipal Promotions

### House Pricing West Covina, CA

Call or e-mail at 626-962-1111. We'll help you find the right house for your budget. Our website has the latest market data and pricing. The program is available on our website. Please visit our website for more information.

THE RACIAL MAKEUP OF THE CITY

2000 Data:  
 2000 White: 45.1%  
 2000 African American: 12.2%  
 2000 Asian: 20.2%  
 2000 Pacific Islander: 0.1%  
 2000 Hispanic or Latino: 18.4%

Attn: Boy Scouts of America Families and Friends

### Get your Sunday newspaper for 26 weeks for only \$10

We've partnered with:  
 Pasadena Star-News  
 Whittier Daily News  
 IV Daily Bulletin  
 San Gabriel Valley Tribune  
 San Bernardino Sun  
 Redlands Daily Facts

...and our troop receives a \$5 commission.

LESS THAN 40¢ PER WEEK

Attn: Scout Families and Friends

### NEWSPAPER SUBSCRIPTION FUNDRAISING PROGRAM

## Help raise money for a good cause.

HELPING AND HELPED:

Helping: The Boy Scouts of America, a 501(c)(3) nonprofit organization, is committed to providing leadership training and outdoor experiences to young men and women.

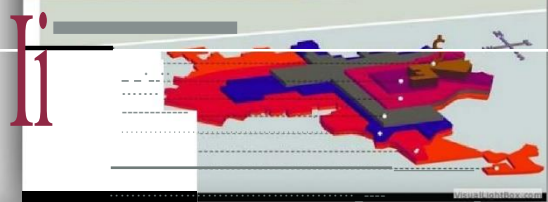
Helped: The newspaper industry, which provides the community with news, information, and entertainment.

NEWSPAPERS:

Available for purchase at a special fundraising price. The price is \$10 for 26 weeks (6 issues per week) of any of the following newspapers:

Member:  Yes  No

Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_  
 Customer Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_



## Covina

CENTER FOR THE PERFORMING ARTS

THE CAT IN THE HAT

Get Your Slice of the Orange  
[www.CovinaOpportunity.com](http://www.CovinaOpportunity.com)

### SAN GABRIEL VALLEY COUNCIL, BSA

## 100 YEARS OF SCOUTING

Dear Valued San Gabriel Valley Council Scout Family:

In this our 100th year of operation, we are excited to have partnered with the Los Angeles Newspaper Group and Joe Bauer LLC - two organizations that wholeheartedly support the BSA - to offer you and your family some exciting BSA ONLY Sunday DISCOUNTS.

As our thanks to you for raising enough money and commitment to be awarded in bringing us what is known as "our" group you, more than \$250 worth of discounts of some popular local retailers can be received Sunday only, subscription to your local newspaper.

Discounts on participating retailers. These website discounts will be honored on online orders and fun locations including:

Dave & Buster's | Chili's | El Torito | Hollywood Sports Park | Speed Zone

and more...

For your convenience, we have packaged all these discounts in the form of one "ticket". For only a \$1.00 contribution fee to support your BSA REWARDS it's best. By redeeming this BSA Rewards Ticket you will also be helping your Council continue its outdoor efforts throughout our 32 cities.

Watch for an email from your BSA Council, or log on to: [www.HelpBSA.org](http://www.HelpBSA.org)

Have fun and enjoy!

### ADMIT ONE PRODUCTS SAN GABRIEL VALLEY COUNCIL, BSA

Ticket ID: 11500-0800-000

Member: Joe Bauer  
 Address: 10000 Wilshire Blvd  
 Suite 1000  
 Beverly Hills, CA 90210  
 Phone: 310-276-1111  
 Email: jba@jba.com

1 TICKET PER SCOUT

Partners at participating locations:

## COVINA

Dining and entertainment destination for the east San Gabriel Valley

## fundraising for a cause.

### Get your local newspaper for 10 weeks for only \$10

We've partnered with:  
 Pasadena Star-News  
 Whittier Daily News  
 IV Daily Bulletin  
 San Gabriel Valley Tribune

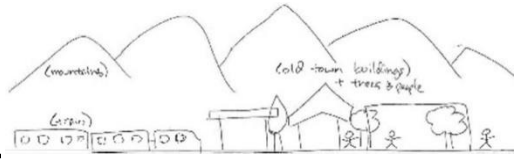
18C11ff8S a \$5 ctaiCJcssi'IP-

VisualLightBox.com

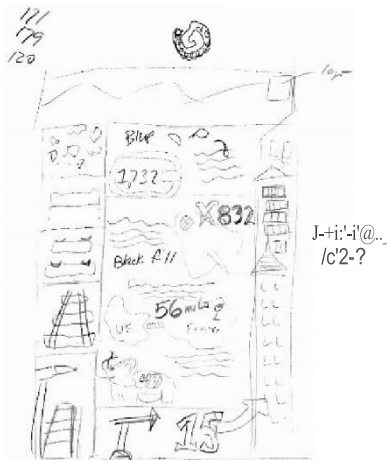


## Foothill Gold Line - Public Infographic

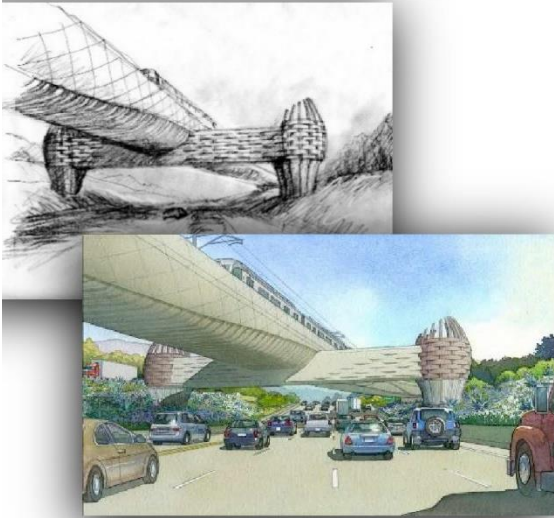
### Step 1- Client Concept



### Step 2- DTS Concept / Plan



### Step 3- Artist



## WHO KNEW THAT BUILDING A LIGHT RAIL TRACK COULD BE SO INTERESTING?

Foothill Gold Line

ON OCTOBER 18, 2014, THE FOOTHILL GOLD LINE FROM PASADENA TO AZUSA WILL COME TO LIFE. A 1.9-MILE STATION-TO-STATION PROJECT'S 28 MILES OF LIGHT RAIL TRACKS WILL BE FULLY INSTALLED.

### 5,000,000 CU. FT. BALLAST

The ballast, which is large crushed rock, is placed in 12 inch layers to provide a uniform foundation for the track.

**FUN FACT:** The ballast now in place under the tracks would fill more than 1,700 average-sized swimming pools.

### 75,000 CONCRETE TRACK TIES

Each concrete track tie is spaced exactly 30 inches apart and weighs 595 pounds.

**FUN FACT:** The total weight of all the concrete track ties is more than 44.6 million pounds. It would have taken 833 of NASA's Space Shuttles to carry all of the ties.

### 56 MILES OF STEEL RAIL

The track system includes 56 miles of steel rail, rolled together from 800-foot segments.

**FUN FACT:** If you laid it the vertical line in the Hudson to Paris, you would have the longest rail of the world. It would take 100 years to travel it at 100 mph. It would take 100 years to travel it at 100 mph.

### 300,000 E-CLIPS

The e-clips are used to hold the rail securely to the concrete ties. It takes four e-clips to hold the rail onto each concrete track tie.

**FUN FACT:** At 3.4 pounds each, the total weight of all the e-clips used is 1,020,000 pounds. That's the weight of 147 African Bush Elephants. No elephant would be able to lift it.

### 620 OCS POLES

The OCS (overhead catenary system) poles deliver electricity across the overhead wires, which then deliver power to the light rail trains (upon contact).

**FUN FACT:** With an average height of 26 feet, if you stood each OCS pole on top of each other, they would nearly equal the height of the 14 tallest buildings in the U.S. combined.

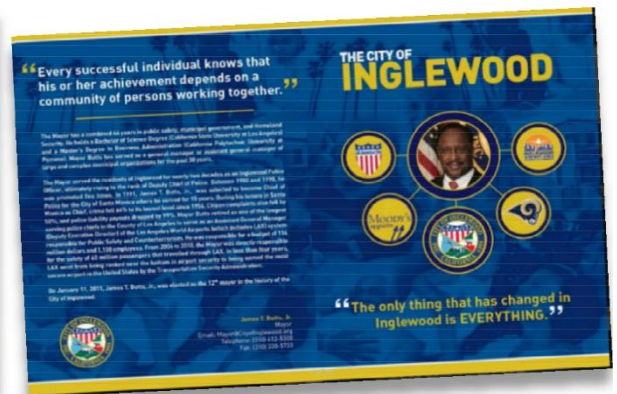
Foothill Gold Line | www.foothillgoldline.org | (656) 344-1000 | @FoothillGoldLine

### Step 4- Client Approval & Print

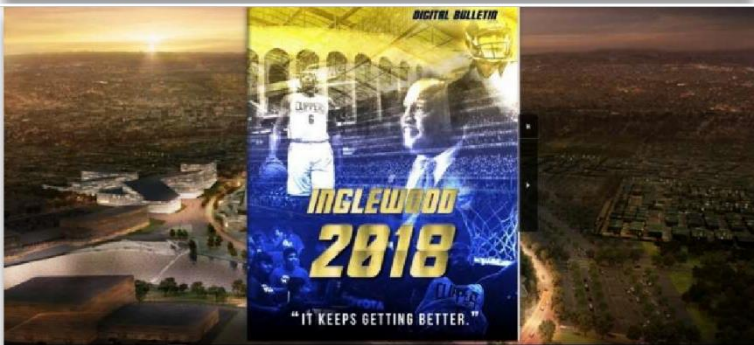
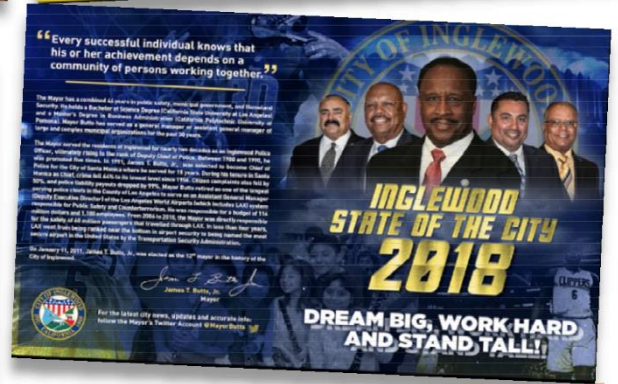
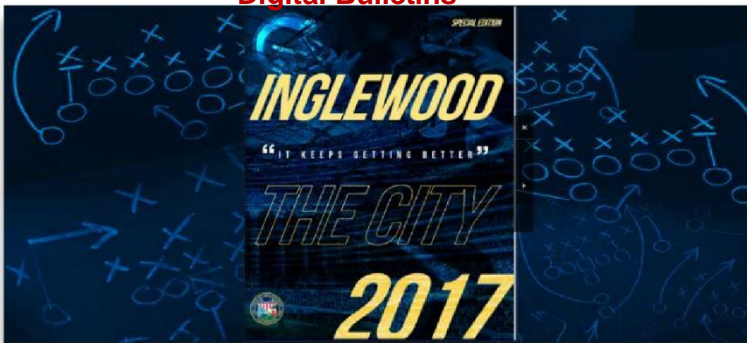


## Inglewood - NFL Football and City Branding Strategic Football War Room

## 2016 SOTC Program



## Digital Bulletins



## 2018 Inglewood Football Newspaper "Tear" Spread





## **1.7. Lobbying/Advocating Services and Conflicts of Interest**

Daley Technology Systems fully understands and complies with OCTA's guidance as it relates to lobbying/advocating services and conflicts of interest, and it certifies that no lobbyists, advocating services, or conflicts of interest exist that would preclude DTS from bidding on or supplying services relevant to this project.

A handwritten signature in black ink that reads "Thomas E. Daley". The signature is written in a cursive style and is positioned above a horizontal line.

Thomas E. Daley, MPA  
President and CEO  
Daley Technology Systems, LLC.

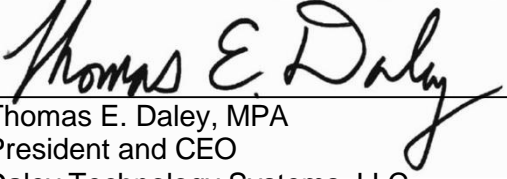
April 26, 2022  
Date





## 1.8. Certification of Proposal Submission

As President and CEO of Daley Technology Systems (DTS), I certify that as a corporate officer of the company, I am duly authorized to bind DTS in this RFP process and hereby formally submit its response herein, which is valid for 120 days from the date of submittal in accordance with RFP No. 2-2207.

  
\_\_\_\_\_  
Thomas E. Daley, MPA  
President and CEO  
Daley Technology Systems, LLC.

April 26, 2022  
\_\_\_\_\_  
Date



## 1.9. Certification of Proposer Qualifications

DTS affirms the following RFP Requirements:

1. DTS has a minimum of three (3) similar projects within the last three (3) years providing the same or similar services requested in this RFP.
2. DTS has no planned office closures, impending mergers, bankruptcy, outstanding or pending litigation or complaints that would impede its offer to complete the project.
3. DTS has the administrative and fiscal capability to provide and manage the proposed services.

A handwritten signature in black ink that reads "Thomas E. Daley". The signature is written in a cursive style and is positioned above a horizontal line.

Thomas E. Daley, MPA  
President and CEO  
Daley Technology Systems, LLC.

April 26, 2022  
Date



## 1.10. Permits and Licenses

DTS affirms that if it becomes the successful bidder, it shall secure and maintain in force all required licenses and permits, including any respective municipal/county business licenses or tax certificates.

A handwritten signature in black ink that reads "Thomas E. Daley". The signature is written in a cursive style and is positioned above a horizontal line.

Thomas E. Daley, MPA  
President and CEO  
Daley Technology Systems, LLC.

April 26, 2022

Date



## **1.11. Company Background Information and References**

### **Overview of the Firm**

Daley Technology Systems (DTS) is a full-service marketing and public relations firm renowned for its strategic approach to helping clients achieve their unique and remarkable objectives. For more than 17 years, DTS has established a reputation for staying on the leading edge of change in marketing and the public relations industry, often pushing the industry itself forward by offering clients a wide range of state-of-the-art branding services and design tools.

From the creation of our talented and experienced team called "The Network," to the completion of many diverse and unique projects, designing multiple client websites, and coordinating public events, DTS continues to be the solution provider the public, private, and nonprofit sectors call upon to be that perfect strategic partner.

Winning awards is not our primary goal. Rather, client success is the true beacon of achievement, and the media, industry professionals, and trade associations have taken note. We have been acknowledged for our client work in media relations, online marketing, editorials, research and evaluation, direct response, special events, public service, public affairs, and integrated communications.

### **The Philosophy Behind Our Magic**

Daley Technology Systems (DTS) has been at the forefront linking the science of behavior modification to the field of communications since 2005. Our signature is the unique ability to link behavioral strategy with the design and delivery of creative communication tactics. We consistently drive the diverse messages of our clientele to the top of today's information heap and fuel a new sense of urgency to act. Soft results are not the standard because being good enough is no longer sufficient.

Our goal is to simplify complicated behavioral models into useable principles for creative public design campaigns and effective public messaging. We utilize many complex principles as well as business and marketing tools to produce dynamic results for our clients.

Above all, our Core Values guide us as a company:

- We listen to our clients.
- We are open, honest, and candid.
- We deliver on our commitments.
- We respect other points of view.
- We help clients discover things they would not otherwise see on their own.

Our team balances high energy, hard work, and in-depth experience, and together with these Core Values, we create amazing results that make a real difference.

## **Creativity and Business Acumen**

Being “creative” is not always about generating flashy graphics or bright shiny objects (although, we admit, those are fun too!). We apply creativity to everything we do. Whether it is creating a brand positioning strategy, advertising content, a graphic identity, or even writing a news release or pitch letter, creativity is hardwired in our DNA and flows through everything we do at DTS—we ensure our creative approach is always linked to the fundamentals of good business and most importantly “OCTA’s” overall strategy.

## **Capabilities and Services Relevant to OCTA**

### **Graphic Design**

- OCTA-wide campaign, logo, and theme creations & OCTA identity material
- Newsletters, flyers, and brochures
- Ads and direct marketing materials

### **Marketing Communications and Branding**

- Advertising (including ad designs, purchasing, and managing)
- Special events (Employment Expo) management and coordination
- Community relations
- Competitive analyses

- Strategic positioning
- Development of strategic communications/public relations plans

### Interactive and Social Media Communications

- Campaign website design and development
- E-newsletters and database marketing
- Mobile marketing
- Social networks
- Online marketing
- Multimedia presentations
- Search engine optimization

### Strategic Planning

- Long- and short-term planning
- Organizational assessment
- Goals, methods, strategies

### Public Relations and Issues Management

- Media relations and publicity
- Investor relations
- Internal communication
- Media/spokesperson
- Trends anticipation and analysis
- Crisis management
- Coalition building and partnership enhancement



DTS samples of previous "safety" concepts and campaigns



DTS samples of previous "safety" concepts and campaigns



## Public Sector / Non-Profit Clients

We value every one of our clients at DTS and are proud of the relationships we have built during our 17 years. Some Governmental/Non-Profit Organizations include:

- Inglewood
- Boy Scouts of America
- Rialto
- El Monte
- Apple Valley
- San Bernardino Department of Airports
- San Bernardino Housing Authority
- Los Angeles County Department of Public Social Services
- Foothill Gold Line
- National CORE
- USC Annenberg School for Communication and Journalism
- Los Angeles County Office of Education

## Positive Client Relationships

"Our clients stay with us" is a motto that has formed from working with a number of clients on a long-term basis. In fact, the average tenure for a DTS client is eight years.

Strong client relationships are at the core of this philosophy. We work with each client contact to determine his or her preferred method of communication and to develop a working relationship that makes sense for each account. We view our clients as partners. We believe in working together with and not just for our clients. We see repeatedly that clients who embrace this philosophy are the clients with whom we have the most successful relationships.

## References

- 1. Donald Lindgren**  
Career Development Programs (SPC)  
Los Angeles County Office of Education  
3216 Rosemead Blvd.  
El Monte, California 91731  
E-mail: [Lindgren\\_Don@LACOE.edu](mailto:Lindgren_Don@LACOE.edu)  
Phone: (626) 290-1431
- 2. Dr. Ciriaco "Cid" Piñedo**  
Senior Vice President for Public Affairs  
President, Hope through Housing Foundation  
National Community Renaissance C.O.R.E.  
9421 Haven Ave.  
Rancho Cucamonga, California 91730  
E-mail: [CPinedo@HTHF.org](mailto:CPinedo@HTHF.org)  
Phone: (909) 483-2444
- 3. Jeffrey Sulzbach**  
Scout Executive/CEO  
Boy Scouts of America  
Cushman Watt Scout Center  
2333 Scout Way  
Los Angeles, California 90026  
E-mail: [Jeff.Sulzbach@Scouting.org](mailto:Jeff.Sulzbach@Scouting.org)  
Phone: (213) 718-3383



## 1.12. Key Project Personnel

### Our Team

Our DTS team consists of experienced professionals in several key disciplines including, marketing, media/public relations, project management, graphic & website design, and interactive & social media development capabilities. Our talented team allows us to provide our clients fully integrated marketing, design, advertising, media planning, and communications. DTS has developed branding and marketing campaigns for many governmental partners and clients. All 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 OCTA. Key personnel résumés and a project organization chart are in Section 1.13.

### Tom Daley, President and CEO—Executive Director

Mr. Daley has more than 25 years of experience in Marketing, Advertising, and Governmental Relations. His experience working at the *Los Angeles Times* and managing talented teams and multimillion-dollar projects led to creating his own company, Daley Technology Systems, LLC (DTS) in 2005. He also worked on the LA Football Stadium of Industry from 2009 through 2014 and with the City of Inglewood, during the development of SoFi Stadium (home to the LA Rams and Chargers) from 2016 through 2019.

Prior to joining *The Times*, Mr. Daley worked in Media Relations at the Los Angeles District Attorney’s Office during several high-profile cases, including O.J. Simpson, Heidi Fleiss, the Menendez Brothers, Tupac Shakur, and Snoop Dog. He also served on politically appointed commissions for the City of Covina including Housing and Community Development and Parks and Recreation.



Mr. Daley holds a Bachelor of Arts in Communications (Journalism) from the University of La Verne and a Master of Arts in Public Administration (Urban Planning) from California State University, Fullerton.

Mr. Daley will oversee all aspects of the work plan, coordinate team assignments, measure outcomes, work closely with and report regularly to OCTA management and staff, manage subcontractors, and serve as the executive director.

### **Dr. Michael D. Falkow, PMP, Senior Project Manager**

Dr. Michael D. Falkow is a passionate and highly effective cross-functional leader who can easily traverse multiple subject matter domains, including municipal government operations, finance, human resources, and information technology and communications. With more than 30 years of experience in the public, private, and non-profit sectors, he spent the first half of his career as a hands-on computer scientist performing software and systems engineering, project management, sales engineering and corporate business development across various private sector areas, including mortgage lending, finance, insurance, healthcare, the legal field, and government.

Dr. Falkow spent the second half of his career working in municipal government, serving in executive-level positions in municipal administration. He also has more than 10 years of collegiate teaching experience.

Dr. Falkow retired from the City of Inglewood at the end of 2018 after more than 15 years of service. He spent 11 years as the Assistant City Manager where he oversaw human resources, parks, recreation, and library services, information technology and communications (ITC), parking and enterprise services, the Successor Agency (formerly the Inglewood Redevelopment Agency), and the budget division of the finance department. Dr. Falkow also served as the Deputy Director of Emergency Services where he was responsible for the non-

public safety aspects of emergency preparedness & disaster planning, including management of the Los Angeles County Fire Department contract for citywide fire and paramedic services. He also served as the Advisor to the Inglewood Citizen Police Oversight Commission. Prior to becoming the Assistant City Manager, Dr. Falkow served as the city's ITC Director.

Dr. Falkow also served as a Reserve Police Officer for the City of Inglewood for over 3 years and has experience in emergency response as a terrorism liaison officer and community emergency response team trainer.

Dr. Falkow holds a Doctorate in Policy, Planning and Development from the University of Southern California Sol Price School of Public Policy, a Master of Arts in Security Studies (Homeland Defense and Security) from the United States Naval Postgraduate School Center for Homeland Defense and Security, a Master of Science in Computer Science from California State University, Fullerton, and a Bachelor of Science in Computer Science with a minor in Mathematics also from California State University, Fullerton. He holds an active Project Management Professional (PMP®) certification from the Project Management Institute since 2004.

Dr. Falkow has more than 10 years of collegiate teaching experience where he has developed and delivered both undergraduate- and graduate-level curriculum across multiple disciplines including computer science, project management and systems implementation, political science and criminal justice, human resources management, and professional ethics.

Dr. Falkow will oversee all aspects of the work plan, coordinate team assignments, measure outcomes, work closely with and report regularly to OCTA management and staff, manage subcontractors, and serve as the project manager.



### **Chris Bowman, Creative Director**

Mr. Bowman holds a Bachelor of Science in Graphic Design from the Mount Sierra College of Design. He brings high energy, smart design, and responsive project management skills to our close DTS team. Mr. Bowman will oversee all creative and design aspects of the work plan, coordinate design team assignments, measure outcomes, work closely with and report regularly to project manager as well as OCTA management and staff.

### **Carlos Sanchez, Concepts and Production Designer**

Mr. Sanchez holds a Bachelor of Science in Graphic Design from the Mount Sierra College of Design. He has received numerous awards and recognition for his creative designs. Since 2008, his high-level concepts and amazing designs have allowed DTS to consistently outperform other creative marketing firms and advertising agencies.

He will work directly with the concept and production designer relating to all creative and design aspects of the work plan. Mr. Sanchez will also assist with coordinating various design team assignments. He will also work closely with the project manager on special projects and assignments.

### **The "DTS NETWORK"**

The DTS team has consistently produced results for its clients by gauging, researching, and analyzing public opinion of and in response to public policy decisions. Around us is a highly qualified network of in-house staff and affiliated partners, each bringing depth, substance, and specialized skill sets to strategic communications planning and outreach. The DTS team is especially proud to have partnered with this group of talented and experienced people on many exciting and complex governmental projects.

### **Michael Kodama, Chief Subject Matter Expert**

Mr. Michael R. Kodama is an urban planner with a background in transportation planning, funding, and policy issues. He has also worked on economic development, environmental and land use issues. During the past fifteen years, Mr. Kodama has worked on a wide variety of projects involving highway, rail (passenger and freight), transportation demand management, traffic safety, goods movement, parking management, waste management, park and recreation, special event centers, foreign trade zones, e-government, community transportation issues, environmental justice and downtown revitalization.

Mr. Kodama has worked on Federal Reauthorization issues as well as several boards and commissions including the vice-chair of the Los Angeles Neighborhood Initiative (LANI) and as a commissioner with the State Senate Asian Pacific Islander Advisory Commission. He has also worked with governments of other countries from Asia, Africa, Europe, South America, and Central America. He is currently teaching transportation planning at the University of Southern California and has also taught public funding courses at the University of California, Los Angeles.

Mr. Kodama holds a Bachelor of Arts in Sociology and Economics from the University of California at Los Angeles and a Master of Arts from the University of California at Los Angeles in Urban Planning, with an emphasis in Social Policy Analysis and Transportation.

Mr. Kodama will oversee aspects of community relations, media, and public relations. He will also assist in strategic planning and public relations projects.

### **Timothy M. Labus, Governmental Relations Specialist**

Mr. Timothy Labus has more than four decades of progressive marketing communications and outreach experience. He is a results-focused and highly effective leader with a proven record of accomplishment for developing the most advantageous strategic program direction for

clients. His work also features identifying and resolving client communication issues and problems, reversing negative awareness and market share trends, controlling costs, and maximizing productivity.

His skills include hands-on senior client oversight and leadership through tactical business assessments, positioning statement formulation, oral presentations, written technical/cost proposals and contract administration for federal and state governments, trade associations and private sector companies.

Mr. Labus' client management expertise is noteworthy for his successful, highly targeted and segmented outreach advertising and communications programs for the Social Security Administration, GEICO Auto Insurance, Children's National Medical Center, and the Children's Miracle Network. In addition to segmenting and prioritizing target audiences for the public, each client required a sophisticated follow-up, reinforcement, communication analysis for all stakeholders.

Also, his significant work for the federal government is highlighted by several national multi-tiered public affairs, awareness, direct response, and social media campaigns for minority audiences and special-needs individuals. These marketing and outreach programs were for the Department of Education, Federal Student Aid, GEICO's Sponsored Programs with the National Education Association, and the American Federation of Teachers.

Mr. Labus is an expert at supervising the work of internal professionals and multiple subcontractors simultaneously while developing comprehensive marketing programs that include, but are not limited to, creation and execution of brand development outreach, social media campaigns, partnership programs, and public service announcements.

### **Cristina Quintero, Multimedia & Multi-Lingual Specialist**

Cristina Quintero is the multimedia and multi-lingual specialist. She was born in Colombia and is bilingual, and she works closely with community members. Ms. Quintero is known for her ability to work with a variety of stakeholders and has participated on a wide variety of transportation projects.

Ms. Quintero led community stakeholder efforts with community members at Central City Neighborhood Partners, working with the community "promotoras." She developed the Spanish messages for the Emmy Award Winning "Watch the Road" traffic safety program. She is currently working with stakeholders in the Eco-Rapid Transit corridor, specifically in the cities of South Gate, Huntington Park, Maywood, Cudahy, Bell, and Bell Gardens.

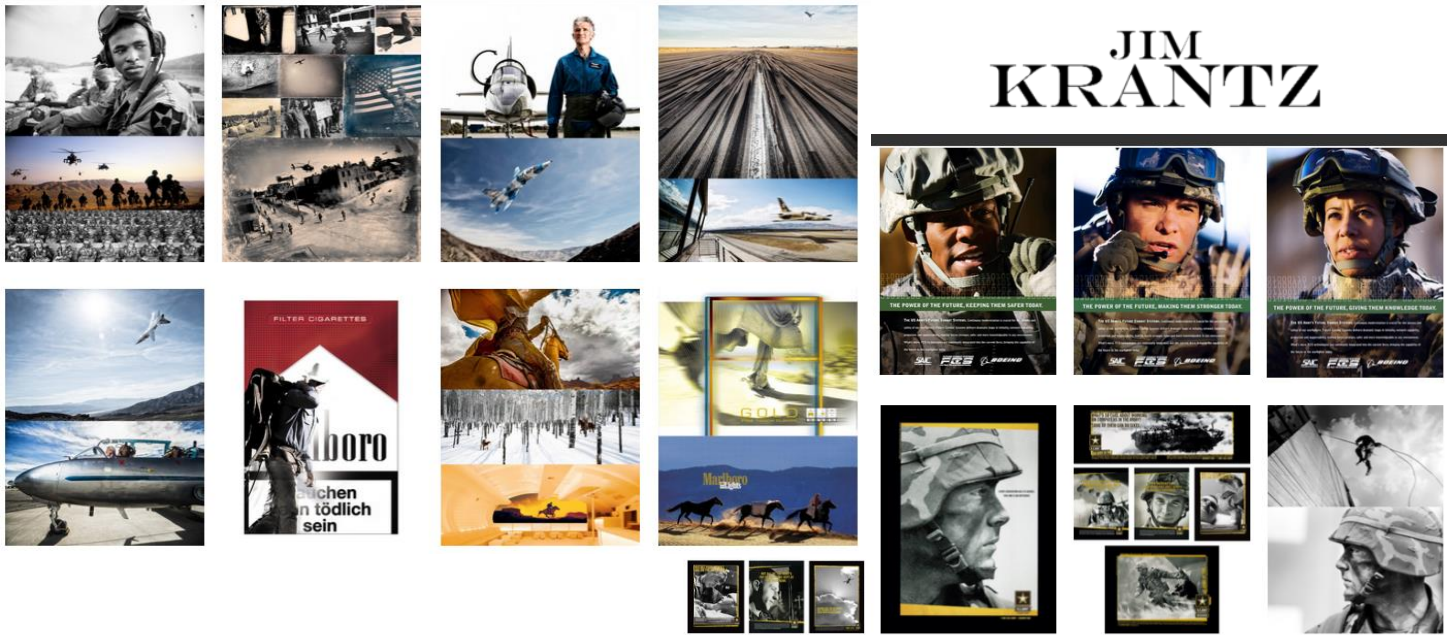
Ms. Quintero has also led efforts with focus groups and conducted a variety of field work assignments. Her team conducted parking studies for the City of Lynwood and City of Ventura. She also conducted business surveys/outreach in the City of Ventura and in the City of Huntington Park. She has also managed and organized a wide variety of community events ranging from transportation summits, fairs, open houses, and musical shows.

### **Jim Krantz and Blake Woken, Photographers/Editors**

Messrs. Krantz and Woken are freelance photographers and commercial film producers based in Southern California with more than 70 years collectively in photography and the commercial film industry. They both have had the opportunity to work alongside other skilled experts in the craft of photography and film production. They both specialize in budgets large and small and work locally here in the Los Angeles region. Their vast experience in both disciplines (photography and video) have spanned over many years and encompasses film editing and commercial production.



Messrs. Krantz and Woken will work directly with the Dr. Falkow, the project manager, and OCTA management and staff relating to all photography and video aspects of the work plan. They will also be assigned to document and archive special events and attend various OCTA venues in support of the creative branding plan.







## **1.13. Key Personnel Résumés & Project Organization Chart**

# Thomas E. Daley, MPA

Mr. Tom Daley is a creative, passionate, and highly effective leader. He has extensive experience in business management and governmental relations and leverages multiple disciplines handling complex challenges and projects across the public, private, and non-profit sectors.

Mr. Daley has more than 31 years of experience in marketing, advertising, and governmental project management. In 1991, at the age of 19, he served on multiple city commissions and committees for the City of Covina while attending college fulltime. Mr. Daley earned a journalism degree, and in 1994, he was a key staff member of the media relations department at the Los Angeles County District Attorney's Office. During his tenure, Mr. Daley worked on many high-profile trials, including the O.J. Simpson, Heidi Fleiss, Menendez Brothers, Tupac Shakur, and Snoop Dog cases.

Mr. Daley joined the Los Angeles Times in 1996 where he worked in the circulation department spearheading sponsorships and business development. He managed numerous multimillion-dollar projects and corporate partnerships with Southern California's most popular venues, such as Staples Center, the Forum, the Colosseum, and the Rose Bowl, as well as representing The Times with college and professional sports teams, including the Dodgers, Angeles, Lakers, Clippers, Kings, USC, and UCLA.

In 2005, Mr. Daley created his own company, Daley Technology Systems, LLC (DTS). The company was originally created to track commercial properties and manage municipal funds (e.g., CDBG, CRE, etc.) in order establish priority zones and fill vacancies. DTS quickly evolved into a marketing and promotional company to meet the growing needs of its client municipalities. Eventually, DTS became a full-service advertising and marketing agency that connects the public, private, and non-profit sectors, utilizing creative services, media access, the latest marketing tools, and dependable business and technical resources. Mr. Daley also worked on high-profile projects such as the L.A. Football Stadium of Industry from 2009 through 2014 and with the City of Inglewood, during the development of SoFi Stadium (home to the L.A. Rams and L.A. Chargers) from 2016 through 2019. Some notable clients and industries DTS now serves include the U.S. military, international fuel companies, national media, and retail and beverage companies.

For more than 17 years and thousands of projects later, Mr. Daley has grown DTS into an advertising, production, and marketing powerhouse currently serving over 100 clients.

## **Professional Experience**

<b>Advertising and Marketing Agency, President and CEO</b> Daley Technology Systems, LLC.	<b>2005 – Present</b>
<b>New Business Development Manager, Los Angeles Times</b> Los Angeles Times	<b>1996 – 2005</b>
<b>Media Relations, Liaison (SPW)</b> Los Angeles County District Attorney’s Office, Los Angeles, CA	<b>1994 – 1996</b>
<b>Parks and Recreation Commissioner</b> City of Covina	<b>1993 –1997</b>
<b>Housing and Community Development Commissioner</b> City of Covina	<b>1991 - 1995</b>

## **Educational Background**

<b>Master’s Degree in Public Administration, Urban Planning</b> Cal State University at Fullerton, Fullerton, CA	<b>2000</b>
<b>Bachelor of Arts, Communications, Public Relations Emphasis</b> University of La Verne, La Verne, CA	<b>1994</b>

# Dr. Michael D. Falkow, PMP

Dr. Michael D. Falkow is a passionate and highly effective cross-functional leader who can easily traverse multiple subject matter domains, including municipal government operations, finance, human resources, and information technology and communications. With more than 30 years of experience in the public, private, and non-profit sectors, he spent the first half of his career as a hands-on computer scientist performing software and systems engineering, project management, sales engineering, and corporate business development across various private sector areas, including mortgage lending, finance, insurance, healthcare, the legal field, and government.

Dr. Falkow spent the second half of his career working in municipal government, serving in executive-level positions in municipal administration. He also has more than 10 years of collegiate teaching experience.

Dr. Falkow retired from the City of Inglewood at the end of 2018 after more than 15 years of service. He spent 11 years as the Assistant City Manager where he oversaw human resources, parks, recreation, and library services, information technology and communications (ITC), parking and enterprise services, the Successor Agency (formerly the Inglewood Redevelopment Agency), and the budget division of the finance department. Dr. Falkow also served as the Deputy Director of Emergency Services where he was responsible for the non-public safety aspects of emergency preparedness & disaster planning, including management of the Los Angeles County Fire Department contract for citywide fire and paramedic services. He also served as the Advisor to the Inglewood Citizen Police Oversight Commission. Prior to becoming the Assistant City Manager, Dr. Falkow served as the city's ITC Director.

Dr. Falkow also served as a Reserve Police Officer for the City of Inglewood for over 3 years and has experience in emergency response as a terrorism liaison officer and community emergency response team trainer.

Dr. Falkow holds a Doctorate in Policy, Planning and Development from the University of Southern California Sol Price School of Public Policy, a Master of Arts in Security Studies (Homeland Defense and Security) from the United States Naval Postgraduate School Center for Homeland Defense and Security, a Master of Science in Computer Science from California State University, Fullerton, and a Bachelor of Science in Computer Science with a minor in Mathematics also from California State University, Fullerton. He holds an active Project Management Professional (PMP®) certification from the Project Management Institute since 2004.

Dr. Falkow has more than 10 years of collegiate teaching experience where he has developed and delivered both undergraduate- and graduate-level curriculum across multiple disciplines including computer science, project management and systems implementation, political science and criminal justice, human resources management, and professional ethics.

**Public Administration, Local Governance, and Municipal/Personal Finance**

## **Education**

---

**Doctor of Policy, Planning, and Development**, University of Southern California (USC)

**Master of Arts**, Security Studies, Homeland Defense and Security, U.S. Naval Postgraduate School

**Master of Science**, Computer Science, California State University, Fullerton

**Bachelor of Science**, Computer Science with a minor in Mathematics, California State University, Fullerton

## **CERTIFICATIONS/ TRAINING**

---

**Project Management Professional (PMP®)**, Project Management Institute

**Adult Mental Health First Aid USA**, National Council for Behavioral Health

**CALPELRA Labor Relations Master Certification (CLRM)**, California Public Employers Labor Relations Association

**Reserve Academy, Level III**, Los Angeles Police Department

**Terrorism Liaison Officer (TLO) Certification**

**National Incident Management Systems (NIMS) and Federal Emergency Management Association (FEMA) Training Courses.**



- Unfunded Liabilities (e.g., CalPERS, Retiree Medical, etc.)
- Deferred Compensation Plans (e.g., 401a, 401k, 457, and RHS Plans)
- Formerly Securities Licensed: Series 6, Series 63, and Series 26
- Grant Funding, Budgeting, Debt Financing, and Cost-Benefit Analyses
- Financial Analyses and Policy Implementation
- Revenue and Expenditure Analyses

#### **Municipal Human Resources**

- Labor Relations/Collective Bargaining/Conflict Resolution
- California Public Employee Retirement System (CalPERS)
- Public Employee Pension Reform Act (PEPRA) of 2013
- Civil Service Rules, Structure, and Implementation
- Employee Benefits Administration
- Employee Performance Evaluations
- Employee Discipline and Grievance Procedures

#### **Emergency Preparedness and Disaster Planning**

#### **Homeland Security and Defense**

#### **Software Engineering, Information Technology, and Project Management**

#### **Public Private Partnerships (P3), Privatization, and Outsourcing**

#### **Collegiate Teaching Experience**

##### **(California State University, Fullerton and University of Phoenix)**

- Professional Ethics for Software Engineers (CSUF)
- Human Resources Management (CSUF)
- Public Administration and Criminal Justice (CSUF)
- Programming in C++ (CSUF)
- Project Management and Systems Implementation (Univ. of Phoenix)

#### **Notable Accomplishments**

- Dr. Falkow was responsible for the successful migration of Inglewood's primary mainframe to a Windows-based platform with commercial-off-the shelf applications, including the Inglewood Police Department's computer-aided dispatch and records management systems.
- Dr. Falkow was a key player in the acquisition of the NFL stadium (the Rams and Chargers) by completing the safety and security assessment.
- Dr. Falkow help prevent the city's insolvency by designing and implementing a solution to the city's devastating unfunded liability created by lifetime medical benefits for retirees.
- Dr. Falkow was instrumental in the design and build of the city's \$28 million senior center and enactment of the city's utility user tax.



## Michael R. Kodama Planning Consultants

**Michael R. Kodama** is president of MK Planning Consultants and has an extensive background in transportation planning and parking management. During the past thirty years, Mr. Kodama has worked in both the public and private sectors, participating on a wide variety of transportation projects. Mr. Kodama is also a professor at the University of Southern California teaching transportation planning and is the Executive Director of the Orangeline Development Authority (Eco-Rapid Transit). He teaches transit-oriented development as part of the UC Berkeley Tech Transfer Program.



Mr. Kodama has worked on federal, state, regional and local transportation issues in urban areas throughout the country. He is known as a leader in the parking management industry and is well aware of the linkage between parking policy and programs and transportation mode choice. Mr. Kodama has experience analyzing and developing inputs for local and regional planning, including the use of transportation models in regional transit planning projects in California, Colorado and Idaho. His firm has worked on several public outreach/participation projects, specializing in serving and working with underserved and linguistically isolated communities.

### Areas of Professional Qualification

- Transportation Marketing Campaigns
- Parking Management
- Transportation Planning & Funding
- Transportation/Land Use

### Education

M.A., Urban Planning, University of California at Los Angeles, 1990  
Los Angeles, California

B.A., Economics and Sociology, University of California at Los Angeles, 1984  
Los Angeles, California

### Professional Affiliations and Community Service

Member, American Planning Association

Former Member, Association for Commuter Transportation

Former Vice Chairman, Los Angeles Neighborhood Initiative (LANI) Board of Directors

Former Chairman, State Senate Transportation Sub-Committee, Northridge Earthquake Task Force

Former Commissioner, California State Senate, Small Business Affairs Advisory Commission



## Michael R. Kodama Planning Consultants

**Cristina Quintero** is the Administrator for MK. Born in Colombia and bilingual, she works closely with community members. Ms. Quintero is known for her ability to work with a variety of stakeholders and has participated on a wide variety of transportation projects.

Ms. Quintero led community stakeholder efforts with community members at Central City Neighborhood Partners, working with the community “promotoras.” She developed the Spanish messages for the Emmy Award Winning “Watch the Road” traffic safety program. She is currently working with stakeholders in the Eco-Rapid Transit corridor, specifically in the cities of South Gate, Huntington Park, Maywood, Cudahy, Bell and Bell Gardens.

Ms. Quintero has also led efforts with focus groups and conducted a variety of field work assignments. Her team conducted parking studies for the City of Lynwood and City of Ventura. She also conducted business surveys/outreach in the City of Ventura and in the City of Huntington Park. She has also managed and organized a wide variety of community events ranging from transportation summits, fairs, open houses and musical shows.



### Areas of Professional Qualification

- Transportation Marketing Campaigns
- Community Outreach



## **Keith Hempel**

*President- TV Access*

1989 to present

Keith began working at FilmComm/TV Access in 1974. Holding every position at FilmComm/TV Access in his 46 years, has led to his extensive knowledge of PSA campaign distribution. In 1989 he became President and majority owner.

As President, Keith's primary responsibility is project coordinator of PSAs handled by TV Access. This role has led to the coordination of thousands of PSA projects over 40+ years. His familiarity and experience allows him to aid organizations in developing the most beneficial campaign distribution strategies. He has handled projects for thousands of organizations, including Out-of-Home (OOH) projects for the American Red Cross, American Lung Association, the Ad Council, Boy Scouts of America, Coalition on Donations, Environmental Protection Agency, ESelective Service System, Department of Labor, HUD and the Sandy relief, Saint Barts, American Dental Association, American Hospital Association, the Peace Corps, and many others.

In addition to his vast experience in distributing OOH video and print programs, VNRs, and PSAs, Keith has been active in several professional societies. He is past president of Cablecom, West Chicago's community access foundation. Cablecom has frequently been cited as one of the most active and best run community access channels in Illinois. Keith has also served in every board position, including president, of the Chicago Film/Video Council. This group was a coalition of producers, distributors, and support services for the Chicago AV industry. Keith has also served as Vice President with the Partners in Public Service division of National Broadcast Association Community Affairs.

Keith's expertise has been sought out as a guest lecturer at NYU, and discussion panelist for the Ad Council and NAB. He has also provided stand alone sessions for NAB and other organizations concerning non-profits and their media placements. Keith is also a regular judge for award competition including over 5 years for PR Week, the US Industrial Film Festival, Teddy Awards, Chicago Film Council, and many others.

Keith brings a wealth of understanding and experience to any PSA project.



# TIMOTHY M. LABUS

(443) 280-0245 | tlabus@verizon.net | Leesburg, VA 20175

## MARKETING COMMUNICATIONS STRATEGIST

### Winning New Business & Increasing Revenue | Building Direction & Maximizing ROI

An accomplished senior decision-maker, with decades of proven success in managing marketing communications programs that drive sales and profitability. Brings extensive leadership combined with hands-on key account management to add value to any industry or organization.

- **Marketing & Communications Leadership:** for Federal Government, Private Sector, Non-Profit, NGOs, Retail, Healthcare, Trade Associations, Advertising Agencies, Marketing Companies, and Public Relations Firms.
- **Long-term Growth & Profitability:** Built a customer success program that boosted client retention and achieved a 75% increase in revenue; drove sales up \$5M in 2 years.
- **Executive Leadership:** Established an agency's satellite office in Washington, D.C., developed strategic direction and a strong portfolio of clients.

### CORE COMPETENCIES

- Marketing & Communications
- Program Management
- Customer Service Excellence
- Team-Centered Environments
- Maximizing Marcom ROI
- Key Account Management
- Data Analysis & Reporting
- Product Development
- New Business Opportunities
- Strategic Partnerships & Alliances
- Team Leadership & Management
- Strategic Planning & Execution

### EXECUTIVE LEADERSHIP & CONSULTING EXPERIENCE

#### P&L CONSULTING | MANAGEMENT CONSULTANT

2000 – 2006 & 2010 – Present

*Consulting and hands-on strategic planning for East Coast national and regional advertising agencies. Developed proposals, strategies, oral presentations and cost-proposals.*

- Won the Department of Homeland Security's USCIS E-Verify and managed multiple high-profile assignments, for Fleishman Hillard, McCann Erickson, Arnold Communications, Earle Palmer Brown, and others
- Improved each company's strategic planning, development, and new business opportunities, increasing revenue significantly.
- Won \$34 million in new federal government contracts.
- Incorporated digital and social media skills into the client agencies corporate credentials.

#### LOW & ASSOCIATES, INC. | PRESIDENT

2006 – 2010

*Provided executive leadership, managed the senior agency staff while maintaining an account workload. Directed and monitored all Federal Student Aid, IRS, and other business development initiatives.*

- Led the opportunities [for Crosby Communications to help serve Low & Associates' clients and contracts].
- Secured two major Federal Government clients (IRS and HRSA Organ Donor Campaigns) in 10 months.
- Developed and executed a successful branding and recruitment effort for Customs and Border Protection, and w a highly targeted recruitment effort for the Secret Service.
- Consistently increased AGI by 45% YOY.

#### ABRAMSON LABUS VAN DE VELDE | PRESIDENT & CEO

1997 - 2000

*Oversaw all departments after taking ownership of Abramson Ehrlich Manes in October 1997. Served as the senior executive, head of client services, and liaison to senior client contacts, including 20 automotive dealers of the Washington Area Oldsmobile Dealers Association.*

- Successfully increased billing by \$5M during the first 2 years as President and CEO.
- Secured high-profile clients, including Customs and Border Protection, The Washington Capitals Hockey Team, D.C. Lottery, Maryland Recycling Program, Twentieth Century Fox Pictures, and the FBI.

---

*Professional Experience, Continued...*

- Served on several committees for the Greater Washington Board of Trade, as well as the D.C. Chamber of Commerce; served as the Chairman of the United Negro College Fund Sports Gala and Fundraising event.

## EARLIER CAREER EXPERIENCE

**Abramson Ehrlich Manes (AEM)** | Executive Vice President

**Campbell-Ewald** | Management Supervisor

**BBDO** | Vice President, Management Supervisor

**DDB Needham Worldwide** | Senior Account Supervisor

### - SELECTED HIGHLIGHTS -

- Developed a formal client services training program that improved client retention from 3 years to 7.5 years; delivered a 75% revenue increase in 5 years.
- Established a portfolio of prospective clients and created the agency's government RFP response division.
- Led new marketing and creative strategy for the Navy Recruitment and Retention programs; Established the agency's first-ever government contract compliance division.
- Managed the Associated Press (AP), Cellular One, and the National Guard Bureau accounts, accountable for generating \$30M+ in PSA airings; directed all National Guard Advertising, including television, radio, national magazines, and newspapers.

## EDUCATION

**COLORADO STATE UNIVERSITY**

**Bachelor of Arts (BA)**

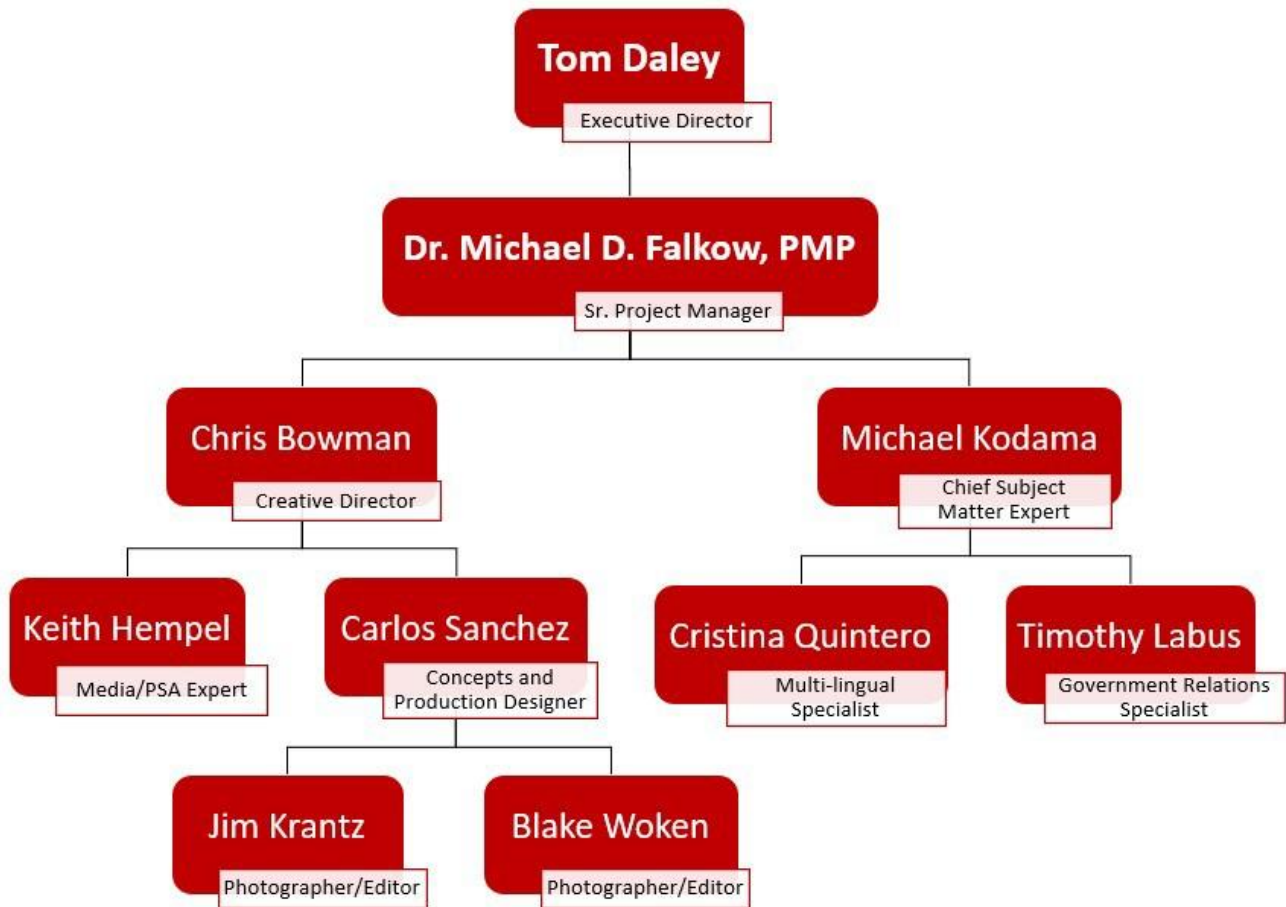
Speech & Theatre Arts / Radio & Television

## TECHNOLOGY & TRAINING

MS Office Suite (Word, Excel, PowerPoint, Outlook)

Customer Relationship Management (CRM)

## Project Organizational Chart





## **1.14. Exhibit B: Price Summary Sheet**

### **Schedule I—Hourly Rate Schedule**



## **Schedule II—Other Direct Costs Schedule**



**SCHEDULE II -----OTHER DIRECT COSTS SCHEDULE**

	Type of ODC	Quantity	Unit Rate	Budget Amount
1.				
2.				
3.				
4.				
5.				
6.				
<p><i>Additional ODC required and authorized by the Authority but not included in this Agreement will be reimbursed either (a) "At Cost" OR (b) up to the applicable Current Rate listed in this Schedule II, whichever is less.</i></p> <p><i>Supporting documentation must accompany invoice.</i></p>				

\* Please note the following:

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

**Reimbursable Mileage Practice**

**Week Day Travel**

Normal Business Hours

- Office Base\* to event/meeting (one-way only if Consultant does not return to base office)

After Business Hours

- Office Base\* to event/meeting
- Event/Meeting to Home

**Week End Travel**

- Home to Event
- Event to Home

\*Office Base exceeds 50 miles may claim home to event.

Note: Full home address is not necessary. Cross streets and city are sufficient.



## **1.15. Exhibit C: Proposed Agreement**

1 **PROPOSED AGREEMENT NO. C-2-2207**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 **DALEY TECHNOLOGY SYSTEMS, LLC**

6 **THIS AGREEMENT** is effective as of this 26<sup>th</sup> day of April, 2022 ("Effective  
7 Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box  
8 14184, Orange, CA 92863-1584, a public corporation of the State of California (hereinafter referred to  
9 as "AUTHORITY), Daley Technology Systems, LLC, (hereinafter referred to as "CONSULTANT").

10 **WITNESSETH:**

11 **WHEREAS**, AUTHORITY requires assistance from CONSULTANT to provide an OC Streetcar  
12 safety and public education campaign; and

13 **WHEREAS**, said work cannot be performed by the regular employees of AUTHORITY; and

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

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

17 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CONSULTANT  
18 as follows:

19 **ARTICLE 1. COMPLETE AGREEMENT**

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

25 B. AUTHORITY's failure to insist in any one or more instances upon CONSULTANT's  
26 performance of any terms or conditions of this Agreement shall not be construed as a waiver or

1 relinquishment of AUTHORITY's right to such performance or to future performance of such terms or  
2 conditions and CONSULTANT's obligation in respect thereto shall continue in full force and effect.  
3 Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when  
4 specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written  
5 amendment to this Agreement and issued 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. CONSULTANT 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. CONSULTANT shall provide the personnel listed below to perform the above-specified  
15 services, which persons are hereby designated as key personnel under this Agreement.

16 Thomas Daley	Executive Director
17 Dr. Michael D. Fallow	Senior Project Manager
18 Chris Bowman	Creative Director
19 Michael Kodama	Governmental & Transportation Expert

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

23 D. Should the services of any key person become no longer available to CONSULTANT, the  
24 resume and qualifications of the proposed replacement shall be submitted to AUTHORITY for approval  
25 as soon as possible, but in no event later than seven (7) calendar days prior to the departure of the  
26 incumbent key person, unless CONSULTANT is not provided with prior notice by the departing  
employee. AUTHORITY shall respond to CONSULTANT within seven (7) calendar days following  
receipt of these qualifications concerning acceptance of the candidate for replacement.

**ARTICLE 4. TERM OF AGREEMENT**

1 A. This Agreement shall commence upon the effective date of this Agreement and shall  
2 continue in full force and effect through August 31, 2024 (Initial Term), unless earlier terminated or  
3 extended as provided in this Agreement.

4 B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement for an  
5 additional twenty-four (24) months commencing September 1, 2024, and continuing through  
6 August 31, 2026 ("Option Term"), and thereupon require CONSULTANT to continue to provide  
7 services, and otherwise perform, in accordance with Exhibit A and at the rates set forth in Article 5,  
8 Payment."

9 C. AUTHORITY's election to extend this Agreement beyond the Initial Term shall not diminish  
10 its right to terminate the Agreement for AUTHORITY's convenience or CONSULTANT's default as  
11 provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period  
12 extending from commencement through August 31, 2026, which period encompasses the Initial Term  
13 and Option Term.

14 **ARTICLE 5. PAYMENT**

15 A. For CONSULTANT's full and complete performance of its obligations under this Agreement  
16 and subject to the maximum cumulative payment obligation provisions set forth in Article 7,  
17 AUTHORITY shall pay CONSULTANT on a time-and-expense basis in accordance with the following  
18 provisions.

19 B. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding  
20 to the work actually completed by CONSULTANT. Drive time may not be charged to AUTHORITY  
21 Work completed shall be documented in a monthly progress report prepared by CONSULTANT, which  
22 shall accompany each invoice submitted by CONSULTANT. AUTHORITY shall pay CONSULTANT at  
23 the hourly labor rates specified in Exhibit B, entitled "Price Summary Sheet," which is attached to and  
24 by this reference, incorporated in and made a part of this Agreement. These rates shall remain fixed for  
25 the term of this Agreement and are acknowledged to include CONSULTANT's overhead costs, general  
26



1 costs, administrative costs and profit. CONSULTANT shall also furnish such other information as may  
2 be requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion,  
3 AUTHORITY may decline to make full payment until such time as CONSULTANT has documented to  
4 AUTHORITY'S satisfaction that CONSULTANT has fully completed all work required. AUTHORITY'S  
5 payment in full shall constitute AUTHORITY'S final acceptance of CONSULTANT'S work.

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

- 12 1. Agreement No. C-2-2207;
- 13 2. Specify the effort for which the payment is being requested;
- 14 3. The time period covered by the invoice;
- 15 4. Labor (staff name, hours charged, hourly billing rate, current charges, and  
16 cumulative charges) performed during the billing period;
- 17 5. Total monthly invoice (including project-to-date cumulative invoice amount);
- 18 6. Itemized expenses including support documentation incurred during the billing  
19 period;
- 20 7. Monthly Progress Report;
- 21 8. Certification signed by the CONSULTANT or his/her designated alternate that a)  
22 The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The  
23 backup information included with the invoice is true, complete and correct in all material respects; c) All  
24 payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be  
25 made to subcontractors and suppliers from the proceeds of the payments covered by the certification  
26 and; e) The invoice does not include any amount which CONSULTANT intends to withhold or retain

1 from a subcontractor or supplier unless so identified on the invoice.

2 9. Any other information as agreed or requested by AUTHORITY to substantiate the  
3 validity of an invoice.

4 **ARTICLE 6. PROMPT PAYMENT CLAUSE**

5 A. AUTHORITY has adopted a prompt payment provision on all U.S. DOT-assisted contracts  
6 to facilitate timely payment to all subconsultants in accordance with regulatory mandates. The  
7 provisions of this Article apply to both DBE and non-DBE subconsultants. Pursuant to Title 49 of the  
8 Code of Federal Regulations (CFR) Part 26.29:

9 B. "CONSULTANT or subconsultant agrees to pay each subconsultant under this Agreement  
10 for satisfactory performance of its Agreement no later than fifteen (15) days from the receipt of each  
11 progress payment CONSULTANT receives from AUTHORITY on account of the work performed by the  
12 subconsultant. CONSULTANT agrees further to return retainage payments to each subconsultant  
13 within fifteen (15) days after receiving payment for work satisfactorily completed and accepted including  
14 incremental acceptances of portions of the Agreement work by AUTHORITY. Any delay or  
15 postponement of payment from the above referenced time frame may take place only for good cause  
16 and with AUTHORITY's prior written approval." CONTRACTOR shall incorporate this clause verbatim,  
17 set forth above, in all subcontract, broker, vendor, supplier, purchase order or other source agreements  
18 issued to both DBE and non-DBE firms. In the event that there is a dispute over all or any portion of the  
19 amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant,  
20 CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount.

21 C. Any violation of these provisions shall subject the violating CONSULTANT to the penalties,  
22 sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions  
23 Code and Section 3321 of the California Civil Code. This requirement shall not be construed to limit or  
24 impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or  
25 subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT;  
26 deficient subcontract performance or noncompliance by a subconsultant.

D. Failure to comply with these provisions without prior written approval from AUTHORITY will constitute noncompliance, which shall result in the application of appropriate administrative sanctions to the licensee, including, but not limited to, a penalty payable to the subconsultant, of two percent (2%) of the invoice amount due per month, for every month that full payment is not made.

**ARTICLE 7. MAXIMUM OBLIGATION**

Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CONSULTANT mutually agree that AUTHORITY's maximum cumulative payment obligation (including obligation for CONSULTANT's profit) shall be \$700,000 Dollars (\$\_\_\_\_\_.00) which shall include all amounts payable to CONSULTANT for its subcontracts, leases, materials and costs arising from, or due to termination of, this Agreement.

**ARTICLE 8. NOTICES**

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be affected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid and addressed as follows:

To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Yvette Crowder

Title:

Title: Senior Contract Administrator

Phone:

Phone: (714) 560 – 5616

Email:

Email: ycrowder@octa.net

/

/

1           **ARTICLE 9. INDEPENDENT CONTRACTOR**

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

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

13           **ARTICLE 10. INSURANCE**

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

17           1. Commercial General Liability, to include Products/Completed Operations,  
18 Independent Contractors', Contractual Liability, Advertising (if applicable to Scope of Work) and  
19 Personal Injury Liability, and Property Damage with a minimum limit of \$1,000,000 per occurrence,  
20 \$2,000,000 general aggregate and \$2,000,000 Products/Completed Operations aggregate;

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

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

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

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

9 C. CONSULTANT shall include on the face of the certificate of insurance the Agreement  
10 Number C-2-2207; and, the Senior Contract Administrator's Name, Yvette Crowder.

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

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

17 **ARTICLE 11. ORDER OF PRECEDENCE**

18 Conflicting provisions hereof, if any, shall prevail in the following descending order of  
19 precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of  
20 RFP 2-2207, (3) CONSULTANT's initial cost proposal dated April 26, 2022; and (4) all other  
21 documents, if any, cited herein or incorporated by reference.

22 **ARTICLE 12. CHANGES**

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



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

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

7 **ARTICLE 13. DISPUTES**

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

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

19 **ARTICLE 14. TERMINATION**

20 A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or  
21 part, by giving CONSULTANT written notice thereof. Upon termination, AUTHORITY shall pay  
22 CONSULTANT its allowable costs incurred to date of that portion terminated. Said termination shall be  
23 construed in accordance with the provisions of CFR Title 48, Chapter 1, Part 49, of the Federal  
24 Acquisition Regulation (FAR) and specific subparts and other provisions thereof applicable to  
25 termination for convenience. If AUTHORITY sees fit to terminate this Agreement for convenience, said  
26 notice shall be given to CONSULTANT in accordance with the provisions of the FAR referenced above

1 and Article 8, herein. Upon receipt of said notification, CONSULTANT agrees to comply with all  
2 applicable provisions of the FAR pertaining to termination for convenience.

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, CONSULTANT shall immediately cease work, unless the notice from  
7 AUTHORITY provides otherwise. Upon receipt of the notice from AUTHORITY, CONSULTANT shall  
8 submit an invoice for work and/or services performed prior to the date of termination. AUTHORITY  
9 shall pay CONSULTANT for work and/or services satisfactorily provided up to the date of termination in  
10 compliance with this Agreement. Thereafter, CONSULTANT shall have no further claims against  
11 AUTHORITY under this Agreement. AUTHORITY shall not be liable for any claim of lost profits or  
12 damages for such termination.

13 **ARTICLE 15. INDEMNIFICATION**

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

20 **ARTICLE 16. ASSIGNMENTS AND SUBCONTRACTS**

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

26 B. AUTHORITY hereby consents to CONSULTANT's subcontracting portions of the Scope of

EXHIBIT C

1 Work to the parties identified below for the functions described below. CONSULTANT shall include in  
 2 the subcontract agreement the stipulation that CONSULTANT, not AUTHORITY, is solely responsible  
 3 for payment to the subcontractor for the amounts owing and that the subcontractor shall have no claim,  
 4 and shall take no action, against AUTHORITY, its officers, directors, employees or sureties for  
 5 nonpayment by CONSULTANT.

<u>Subcontractor Name/Addresses</u>	<u>Subcontractor Function</u>
Keith Hempel - 934 Paramount Parkway, Batavia, IL 60510	Advertising and Media
Tim Labus - 107 Meade Drive. SW Leesburg, VA 20175	Govt Relations & P.R.

9 **ARTICLE 17. ACCESS TO RECORDS AND REPORTS**

10 CONSULTANT shall provide AUTHORITY, the U.S. Department of Transportation (DOT), the  
 11 Comptroller General of the United States, or other agents of AUTHORITY, such access to  
 12 CONSULTANT's accounting books, records, payroll documents and facilities of the CONSULTANT  
 13 which are directly pertinent to this Agreement for the purposes of examining, auditing and inspecting all  
 14 accounting books, records, work data, documents and activities related hereto. CONSULTANT shall  
 15 maintain such books, records; data and documents in accordance with generally accepted accounting  
 16 principles and shall clearly identify and make such items readily accessible to such parties during  
 17 CONSULTANT's performance hereunder and for a period of four (4) years from the date of final  
 18 payment by AUTHORITY. AUTHORITY's right to audit books and records directly related to this  
 19 Agreement shall also extend to all first-tier subcontractors identified in Article 16 of this Agreement.  
 20 CONSULTANT shall permit any of the foregoing parties to reproduce documents by any means  
 21 whatsoever or to copy excerpts and transcriptions as reasonably necessary.

22 **ARTICLE 18. CONFLICT OF INTEREST**

23 CONSULTANT agrees to avoid organizational conflicts of interest. An organizational conflict  
 24 of interest means that due to other activities, relationships or contracts, the CONSULTANT is  
 25 unable, or potentially unable to render impartial assistance or advice to the AUTHORITY;  
 26 CONSULTANT's objectivity in performing the work identified in the Scope of Work is or might be

1 otherwise impaired; or the CONSULTANT has an unfair competitive advantage. CONSULTANT is  
2 obligated to fully disclose to the AUTHORITY in writing Conflict of Interest issues as soon as they  
3 are known to the CONSULTANT. CONSULTANT is obligated to fully disclose to the AUTHORITY in  
4 writing Conflict of Interest issues as soon as they are known to the CONSULTANT. All disclosures  
5 must be submitted in writing to AUTHORITY pursuant to the Notice provision herein. This disclosure  
6 requirement is for the entire term of this Agreement.

7 **ARTICLE 19. CODE OF CONDUCT**

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

11 **ARTICLE 20. PROHIBITION ON PROVIDING ADVOCACY SERVICES**

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

16 **ARTICLE 21. FEDERAL, STATE AND LOCAL LAWS**

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

20 **ARTICLE 22. EQUAL EMPLOYMENT OPPORTUNITY**

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

1 forms of compensation; and selection for training, including apprenticeship.

2 **ARTICLE 23. CIVIL RIGHTS ASSURANCE**

3 During the performance of this Agreement, CONSULTANT, for itself, its assignees and  
4 successors in interest agree as follows:

5 A. Compliance with Regulations: CONSULTANT shall comply with the Regulations relative to  
6 nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter,  
7 "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time,  
8 (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a  
9 part of this Agreement.

10 B. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the  
11 Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and  
12 retention of subcontractors, including procurements of materials and leases of equipment. The  
13 CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by  
14 Section 21.5 of the Regulations, including employment practices when the Agreement covers a  
15 program set forth in Appendix B of the Regulations.

16 C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all  
17 solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be  
18 performed under a subcontract, including procurements of materials or leases of equipment, each  
19 potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's  
20 obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of  
21 race, color, or national origin.

22 D. Information and Reports: CONSULTANT shall provide all information and reports required  
23 by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records,  
24 accounts, other sources of information and its facilities as may be determined by the AUTHORITY to be  
25 pertinent to ascertain compliance with such Regulations, orders and instructions. Where any  
26 information required of a CONSULTANT is in the exclusive possession of another who fails or refuses



1 to furnish this information the CONSULTANT shall so certify to the AUTHORITY as appropriate, and  
2 shall set forth what efforts it has made to obtain the information.

3 E. Sanctions for Noncompliance: In the event of the CONSULTANT's noncompliance with  
4 nondiscrimination provisions of this Agreement, the AUTHORITY shall impose Agreement sanctions as  
5 it may determine to be appropriate, including, but not limited to:

6 1. Withholding of payments to the CONSULTANT under the Agreement until the  
7 CONSULTANT complies; and/or

8 2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

9 F. Title VI of the Civil Rights Act: In determining the types of property or services to acquire, no  
10 person in the United States shall, on the grounds of race, color, or national origin, be excluded from  
11 participation in, be denied the benefits of, or otherwise be subjected to discrimination under any  
12 program or activity receiving Federal financial assistance in violation of Title VI of the Civil Rights Act of  
13 1964, as amended, 42 U.S.C. Sections 2000d et seq. and DOT regulations, "Nondiscrimination in  
14 Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil  
15 Rights Act of 1964," 49 CFR Part 21. In addition, FTA Circular 4702.1, "Title VI and Title VI-Dependent  
16 Guidelines for FTA Recipients," 05-13-07, provides FTA guidance and instructions for implementing  
17 DOT's Title VI regulations.

18 G. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101  
19 et seq., prohibits discrimination against qualified individuals with disabilities in all programs, activities,  
20 and services of public entities, as well as imposes specific requirements on public and private providers  
21 of transportation.

22 H. DISADVANTAGED BUSINESS ENTERPRISE (DBE): shall not discriminate on the basis of  
23 race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry  
24 out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted  
25 contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this  
26 Agreement, which may result in the termination of this Agreement or such other remedy as the

1 AUTHORITY deems appropriate, which may include, but is not limited to:

- 2 (1) Withholding monthly progress payments;
- 3 (2) Assessing sanctions;
- 4 (3) Liquidated damages; and/or
- 5 (4) Disqualifying the CONSULTANT from future proposing as non-responsible.

6 I. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (A)  
7 through (H) in every subcontract, including procurements of materials and leases of equipment, unless  
8 exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT shall take such  
9 action with respect to any subcontract or procurement as the AUTHORITY may direct as a means of  
10 enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event  
11 a CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier  
12 as a result of such direction, the CONSULTANT may request the AUTHORITY to enter into such  
13 litigation to protect the interests of the AUTHORITY, and, in addition, the CONSULTANT may request  
14 the United States to enter into such litigation to protect the interests of the United States.

15 **ARTICLE 24. RACE-CONSCIOUS DBE CONTRACT PROVISIONS FOR DOT-ASSISTED**  
16 **CONSULTANT CONTRACTS**

17 A. In conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business  
18 Enterprises in Department of Transportation Financial Assistance Programs," AUTHORITY has  
19 established a fifteen (15%) percent Disadvantaged Business Enterprise (DBE) participation goal for the  
20 services required in this Agreement.

21 B. At the time of contract execution, the CONSULTANT committed to utilize one or more  
22 Disadvantaged Business Enterprise (DBE) Firms in the performance of this DOT-assisted contract.  
23 CONSULTANT agrees to enter into agreements with the DBE subconsultants listed on Attachment \_\_\_\_  
24 "DBE Participation Commitment" and ensure they perform work and/or supply materials in accordance  
25 with original commitments. No changes to CONSULTANT's DBE commitment shall be made until  
26 proper review and approval by AUTHORITY is rendered in writing.

1 C. CONSULTANT must take appropriate actions to ensure that it will satisfy good faith efforts  
2 to attain the DBE goal and/or the DBE commitment made at award (whichever is higher), when change  
3 orders or other modifications alter the dollar amount of the Agreement or the distribution of work.  
4 CONSULTANT must apply and report its DBE goal commitment against the total current Agreement  
5 value, including any change orders and/or amendments.

6 D. If there is a DBE goal and/or DBE commitment on the Agreement, CONSULTANT must  
7 complete and submit within the specified timelines, DBE documentation electronically through the  
8 AUTHORITY-approved electronic reporting system (ECAT).

9 E. CONSULTANT shall comply with all the requirements set forth in Attachment A titled,  
10 "DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT PROVISIONS FOR U.S. DOT-  
11 ASSISTED CONTRACTS", which is attached to and, by this reference, incorporated in and made a part  
12 of this Agreement.

13 **ARTICLE 25. PROHIBITED INTERESTS**

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

17 B. No member of or delegate to, the Congress of the United States shall have any interest,  
18 direct or indirect, in this Agreement or to the benefits thereof.

19 **ARTICLE 26. OWNERSHIP OF REPORTS AND DOCUMENTS**

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

25 B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings,  
26 descriptions, and all other written information submitted to CONSULTANT in connection with the

1 performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any  
2 purposes other than the performance under this Agreement, nor be disclosed to an entity not connected  
3 with the performance of the project. CONSULTANT shall comply with AUTHORITY's policies regarding  
4 such material. Nothing furnished to CONSULTANT, which is otherwise known to CONSULTANT or is  
5 or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall  
6 not use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project  
7 in any professional publication, magazine, trade paper, newspaper, seminar or other medium without  
8 the express written consent of AUTHORITY.

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

14 **ARTICLE 27. PATENT AND COPYRIGHT INFRINGEMENT**

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

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

9 **ARTICLE 28. FINISHED AND PRELIMINARY DATA**

10 A. All of CONSULTANT's finished technical data, including but not limited to illustrations,  
11 photographs, tapes, software, software design documents, including without limitation source code,  
12 binary code, all media, technical documentation and user documentation, photo prints and other  
13 graphic information required to be furnished under this Agreement, shall be AUTHORITY's property  
14 upon payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary  
15 restriction except as elsewhere authorized in this Agreement. CONSULTANT further agrees that it  
16 shall have no interest or claim to such finished, AUTHORITY-owned, technical data; furthermore, said  
17 data is subject to the provisions of 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 CONSULTANT. Preliminary data includes roughs, visualizations,  
20 software design documents, layouts and comprehensives prepared by CONSULTANT solely for the  
21 purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given  
22 for preparation of finished artwork. Preliminary data title and right thereto shall be made available to  
23 AUTHORITY if CONSULTANT causes AUTHORITY to exercise Article 12, and a price shall be  
24 negotiated for all preliminary data.

25 **ARTICLE 29. COVENANT AGAINST CONTINGENT FEES**

26 CONSULTANT warrants, by execution of this Agreement, that he/she has not employed or



1 retained any company or person, other than a bona fide employee working for the consultant; to solicit  
2 or secure this Agreement; and that he/she has not paid or agreed to pay any company or person other  
3 than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other  
4 consideration, contingent upon or resulting from the award, or formation of this Agreement. For breach  
5 or violation of this warranty, the AUTHORITY shall have the right to annul this Agreement without  
6 liability, or at its discretion; to deduct from the Agreement price or consideration, or otherwise recover  
7 the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

8 **ARTICLE 30. LOBBYING**

9 CONSULTANTS who apply or bid for an award of \$100,000 or more shall file the certification  
10 required by 49 CFR part 20, "New Restrictions on Lobbying". Each tier certifies to the above that it will  
11 not or has not used Federal appropriated funds to pay any person or organization for influencing or  
12 attempting to influence an officer or employee of any agency, a member of Congress, officer or  
13 employee of Congress, or an employee of a member of Congress in connection with obtaining any  
14 Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the  
15 name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on  
16 its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31  
17 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

18 **ARTICLE 31. HEALTH AND SAFETY REQUIREMENTS**

19 CONSULTANT shall comply with all the requirements set forth in Exhibit \_\_, titled "Level 1  
20 SAFETY SPECIFICATIONS." As used therein, "Contractor" shall mean "Consultant," and  
21 "Subcontractor" shall mean "Sub-consultant."

22 **ARTICLE 32. PRIVACY ACT**

23 CONSULTANT shall comply with, and assures the compliance of its employees with, the  
24 information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a.  
25 Among other things, CONSULTANT agrees to obtain the express consent of the Federal Government  
26 before the CONSULTANT or its employees operate a system of records on behalf of the Federal

1 Government. CONSULTANT understands that the requirements of the Privacy Act, including the civil  
2 and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to  
3 comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

4 **ARTICLE 33. INCORPORATION OF FTA TERMS**

5 All contractual provisions required by Department of Transportation (DOT), whether or not  
6 expressly set forth in this document, as set forth in Federal Transit Administration (FTA) Circular  
7 4220.1F, as amended, are hereby incorporated by reference. Anything to the contrary herein  
8 notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other  
9 provisions contained in this Agreement. CONSULTANT shall not perform any act, fail to perform any  
10 act, or refuse to comply with any requests, which would cause AUTHORITY to be in violation of the  
11 FTA terms and conditions.

12 **ARTICLE 34. FEDERAL CHANGES**

13 CONSULTANT shall at all times comply with all applicable FTA regulations, policies, procedures  
14 and directives, including without limitation those listed directly or by reference in the agreement  
15 between the AUTHORITY and FTA, as they may be amended or promulgated from time to time during  
16 this Agreement. CONSULTANT's failure to comply shall constitute a material breach of contract.

17 **ARTICLE 35. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

18 AUTHORITY and CONSULTANT acknowledge and agree that, notwithstanding any  
19 concurrence by the Federal Government in or approval of the solicitation or award of the underlying  
20 Agreement, absent the express written consent by the Federal Government, the Federal Government is  
21 not a party to this Agreement and shall not be subject to any obligations or liabilities to the  
22 AUTHORITY, CONSULTANT, or any other party (whether or not a party to this Agreement) pertaining  
23 to any matter resulting from the underlying Agreement. CONSULTANT agrees to include these  
24 requirements in all of its subcontracts.

25 /

26 /

1           **ARTICLE 36. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND**  
2           **RELATED ACTS**

3           A. CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies Act  
4 of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil  
5 Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Accordingly, by signing this  
6 Agreement, CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has  
7 made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement of the FTA  
8 assisted project for which this Agreement's work is being performed. CONSULTANT also  
9 acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement,  
10 submission, or certification, the Federal Government reserves the right to impose penalties of the  
11 Program Fraud Civil Remedies Act of 1986 on the CONSULTANT to the extent the Federal  
12 Government deems appropriate.

13           B. CONSULTANT also acknowledges that if it makes, or causes to be made, a false, fictitious,  
14 or fraudulent claim, statement, submission, or certification to the Federal Government under an  
15 agreement connected with a project that is financed in whole or part with Federal assistance awarded  
16 by FTA under the authority of 49 U.S.C. §5307 et seq., the Government reserves the right to impose  
17 the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n) (1) et seq. on the CONSULTANT, to the  
18 extent the Federal Government deems appropriate. CONSULTANT agrees to include this requirement  
19 in all of its subcontracts.

20           **ARTICLE 37. ENERGY CONSERVATION REQUIREMENTS**

21           CONSULTANT shall comply with mandatory standards and policies relating to energy  
22 efficiency, which are contained in the state energy conservation plan issued in compliance with the  
23 Energy Policy Conservation Act.

24           **ARTICLE 38. CLEAN AIR**

25           CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant  
26 to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. CONSULTANT shall report each violation

1 to AUTHORITY, who will in turn, report each violation as required to assure notification to FTA and the  
2 appropriate EPA Regional Office. CONSULTANT agrees to include this requirement in all of its  
3 subcontracts.

4 **ARTICLE 39. CLEAN WATER REQUIREMENTS**

5 CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant  
6 to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONSULTANT shall  
7 report each violation to AUTHORITY and understands and agrees that the AUTHORITY who will in  
8 turn, report each violation as required to assure notification to FTA and appropriate EPA Regional  
9 Office. CONSULTANT agrees to include this requirement in all of its subcontracts.

10 **ARTICLE 40. DEBARMENT AND SUSPENSION**

11 CONSULTANT shall not do business with a subcontractor or other participant who is debarred,  
12 suspended or otherwise disqualified. CONSULTANT shall comply with 2 CFR Part 180, as adopted and  
13 supplemented by 2 CFR Part 1200. CONSULTANT shall include these requirements in any lower tier  
14 covered transaction it enters into.

15 **ARTICLE 41. FORCE MAJEURE**

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

23 /

24 /

25 /

26 /

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C- 2-2207 to be executed as of the date of the last signature below.

**CONSULTANT**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Thomas E. Daley  
President and CEO

By: \_\_\_\_\_  
Darrell E. Johnson  
Chief Executive Officer

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
James M. Donich  
General Counsel

**APPROVED:**

By: \_\_\_\_\_  
Maggie McJilton  
Executive Director, People and Community  
Engagement





## **Agreement No. C-2-2207: Attachment A**

## DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT PROVISIONS FOR U.S. DOT-ASSISTED CONTRACTS

### I. DBE Participation

It is the CONSULTANT'S responsibility to be fully informed regarding the requirements of 49 CFR, Part 26 and AUTHORITY'S DBE program developed pursuant to these regulations.

CONSULTANT must complete and submit, within the specified timelines, the required DBE documentation in Section IV. of this Attachment, through the AUTHORITY'S electronic reporting system (ECAT). CONSULTANT'S submitted "DBE Participation Commitment Form," executed subcontracts and/or purchase orders, as well as on-going DBE documentation will be utilized to monitor CONSULTANT'S DBE commitment. Unless otherwise directed and/or approved in writing by AUTHORITY prior, CONSULTANT must not effectuate any changes to its DBE participation commitment.

CONSULTANT must complete and submit all required DBE documentation to effectively capture DBE utilization on AUTHORITY'S U.S. DOT-assisted contracts whether achieved race neutrally or race consciously. No changes to CONSULTANT'S DBE commitment shall be made until proper review and approval by AUTHORITY is rendered in writing.

To ensure full compliance with the requirements of 49 CFR, Part 26 and AUTHORITY'S DBE Program, CONSULTANT must:

- A. Take appropriate actions to ensure that it will satisfy good faith efforts to meet the DBE agreement goal and continue to meet the DBE commitment made at award, when change orders or other modifications alter the dollar amount of the Agreement or the distribution of work. CONSULTANT must apply and report its DBE goal commitment against the total Agreement value, including any change orders and/or amendments.

### II. DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation ("U.S. DOT"), AUTHORITY has adopted a Disadvantaged Business Enterprise ("DBE") Policy and Program in conformance with Title 49 CFR, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".

The project is subject to these stipulated regulations and AUTHORITY'S DBE Program. To ensure that AUTHORITY achieves its overall DBE Program goals and objectives, AUTHORITY encourages the participation of DBEs as defined in 49 CFR, Part 26, in the performance of agreements financed in whole or in part with U.S. DOT funds. Pursuant to the intent of these Regulations, it is also the policy of AUTHORITY to:

Fulfill the spirit and intent of the DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have an equitable opportunity to compete for and participate in AUTHORITY's U.S. DOT-assisted contracts and subcontracts. AUTHORITY is firmly committed to the DBE Program objectives, which are designed to:

- A. Ensure non-discrimination in the award and administration of AUTHORITY's U.S. DOT-assisted contracts;
- B. Create a level playing field by which DBE's can fairly compete for AUTHORITY's U.S. DOT-assisted contracts;
- C. Ensure that AUTHORITY's DBE Program and Overall Goals are narrowly tailored in accordance with applicable law;
- D. Ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBE's in the AUTHORITY's DBE Program;
- E. Help remove barriers which impede the participation of DBE's in AUTHORITY's U.S. DOT-assisted contracts;
- F. Promote the use of DBE's in all types of U.S. DOT-assisted contracts and procurement activities conducted by AUTHORITY;
- G. Provide training and other assistance through our resource partners to address capital, bonding, and insurance needs;
- H. Assist in the development of DBE firms that can compete successfully in the marketplace outside of the DBE Program; and
- I. Establish and provide opportunities for DBEs by providing flexibility in the implementation of AUTHORITY's DBE Program.

CONSULTANT must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subconsultant. Any terms used in this section that are defined in 49 CFR, Part 26, or elsewhere in the Regulations, must have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and AUTHORITY's DBE Program with respect to U.S. DOT-assisted contracts, the Regulations must prevail.

### **III. AUTHORITY's DBE Policy Implementation Directives**

Pursuant to the provisions associated with Title 49 CFR, Part 26, the Disadvantaged Business Enterprise ("DBE") Program exists to ensure participation, equitable competition, and assistance to participants in the U.S. DOT DBE program. Accordingly, based on the AUTHORITY's analysis of its past utilization data, coupled with Overall Goal Methodology findings and examination of similar Recipient's disparity studies, AUTHORITY's DBE Program is implemented utilizing both race-conscious and race-neutral means. When a contract-specific DBE goal is assigned to a project, meeting the contract-specific goal by committing to utilize DBEs, or documenting a bona fide good faith effort to do so, is a condition of award.

A. Definitions

The following definitions apply to the terms used in these provisions:

1. **“Disadvantaged Business Enterprise (DBE)”** means a small business concern:  
(a) which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly-owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
2. **“Small Business Concern”** means a small business as defined pursuant to Section 3 of the Small Business Act and Small Business Administration (SBA) regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).
3. **“Socially and Economically Disadvantaged Individuals”** means any individual who is a citizens (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of groups and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual’s control.
  - a) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group if you require it.
  - b) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
    - i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa”;
    - ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race”;  
"Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaskan Natives, or Native Hawaiians”;
    - iii. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong”;

- iv. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;"
  - v. Women; and
  - vi. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- c) Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.
4. **"Owned and Controlled"** means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals"; and (b) whose management and daily business operations are controlled by one or more such individuals.
5. **"Manufacturer"** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the CONSULTANT.
6. **"Regular Dealer"** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the Agreement are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
7. **"Fraud"** includes a firm that does not meet the eligibility criteria of being a certified DBE and attempts to participate in a U.S. DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations, or under circumstances indicating a serious lack of business integrity or honesty. AUTHORITY may take enforcement action under 49 CFR, Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR, Part 31. AUTHORITY may refer cases of identified fraud to the Department of Justice, for prosecution under 18 U.S.C. 1001, or any other applicable provisions of law. Any person who makes a false or fraudulent statement in connection with participation of a DBE in any U.S. DOT-assisted program or otherwise, violates applicable Federal statutes.
8. **"Other Socially and Economically Disadvantaged Individuals"** means those individuals who are citizens of the United States (or lawfully admitted permanent residents), and who, on a case-by-case basis, are determined by Small Business Administration or AUTHORITY to meet the social and economic disadvantage criteria described below.

**B. “Social Disadvantage”**

1. The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.
2. The individual must demonstrate that he/she has personally suffered social disadvantage.
3. The individual's social disadvantage must be rooted in treatment which he/she has experienced in American society, not in other countries.
4. The individual's social disadvantage must be chronic, longstanding and substantial; not fleeting or insignificant.
5. The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.
6. A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

**C. “Economic Disadvantage”**

1. The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.
2. The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

- availability of financing
- bonding capability
- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

**IV. Submission of DBE Information and Ongoing Reporting Requirements (Post-Award)**

CONSULTANT must complete and submit within the specified timelines, the following DBE and Non-DBE documentation, electronically through the submission process detailed below:



Form/Electronic Submittal	Frequency of Submission	Process for Submission:
Monthly DBE Attainment and Subconsultant Prompt Payment Verification Report	Monthly by the 10 <sup>th</sup> of each month	Enter data and submit via ECAT to AUTHORITY
DBE Subcontract Agreements	Within ten (10) days of prime contract award, or with Request to Add for DBE firms added post-award	Upload Subcontract to Subconsultant profile and submit via ECAT to AUTHORITY
Request to Add Subconsultant	As needed (see instructions below)	Enter data and submit via ECAT to AUTHORITY
DBE Commitment Change Request(s)	As needed (see instructions below)	Enter data and submit via ECAT to AUTHORITY
On-Going Good Faith Efforts (GFE) Post-Award	As needed (see instructions below)	Upload GFE attachment and submit via ECAT to AUTHORITY
Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subconsultants	Within thirty (30) days from the date of project completion.	Enter data and submit via ECAT to AUTHORITY
Disadvantaged Business Enterprises (DBE) Certification Status Change	Within thirty (30) days from the date of project completion.	Enter data and submit via ECAT to AUTHORITY

A penalty of ten dollars (\$10) per day, per Form/Electronic submittal will be implemented for late submission of any of the above.

**A. Monthly DBE Attainment and Subconsultant Prompt Payment Verification Data Submission**

This submission serves to ensure CONSULTANT’s DBE commitments are attained, properly reported, and credited in accordance with DBE crediting provisions based on the capacity the DBE performs the scope of work/service.

This submission further serves to monitor prompt payment to both DBE and non-DBE firms, and collect DBE utilization data as required under 49 CFR, Part 26.

CONSULTANT is required to enter data directly into ECAT and submit by the 10th of each month until completion of the Agreement. CONSULTANT’s first submission is due following the first month of Agreement activity. Even if no DBE participation will be reported within a period, CONSULTANT must complete and submit Monthly by the required timelines.

If there is not a DBE goal and no DBE commitment has been made by CONSULTANT, CONSULTANT is required to enter data directly into ECAT and submit by bi-annually on April 10th and October 10th of each year. Additionally, upon completion of the contract, a final report must be submitted and marked final.

Data required for submission includes the amount(s) received by CONSULTANT from AUTHORITY and the amount(s) paid to lower-tier subconsultants during the Month. CONSULTANT to submit pertinent payment details for any firm (DBE and Non-DBE) to whom they have reported a payment within the

reporting period. CONSULTANT is advised not to report the participation of DBE(s) toward the CONSULTANT's DBE attainment until the amount being claimed has been paid to the DBE.

Pertinent payment details include:

- Invoice Number
- Invoice Amount
- Payment Amount
- Invoice Date
- Check Number
- Date of Payment
- Corresponding Prime Invoice (associated to subconsultants' invoice)
- Retention
- Disputed or Withheld invoice amounts

If DBE trucking credit is being claimed, CONSULTANT must electronically report through ECAT the amount paid to DBE trucking companies and their lower-tier firms (including owner operators for the leasing of trucks). Pertinent payment details required for submission will include truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks paid during that month. If the DBE leases trucks from a non DBE, CONSULTANT may count only the fee or commission the DBE receives as a result of the lease arrangement.

Firms will receive a notification from ECAT when a payment is reported to them and will be required to log-in to ECAT to verify the payment information provided by CONSULTANT. A reported payment to a lower-tier DBE firm will not be credited towards the DBE goal until the DBE firm has validated the payment through ECAT. All payments reported by CONSULTANT must be validated by affected firm, prior to the 10<sup>th</sup> of each month following the reporting period.

Electronic submission of the Monthly DBE Commitment and Attainment Summary and Subconsultant Prompt Pay Verification Data includes a certification under penalty of perjury of the prompt payment assurance statement of compliance, providing assurance that timely payments have been issued to all subconsultants in accordance with regulatory mandates and as required by 49 CFR Part 26.29.

## **B. DBE Subcontract Agreements**

CONSULTANT must electronically submit to AUTHORITY via ECAT, copies of executed subcontracts and/or purchase orders (PO) for all DBE firms participating on the contract within ten (10) working days of award. CONSULTANT must immediately notify AUTHORITY in writing, of any problems it may have in obtaining the subcontract agreements from listed DBE firms within the specified time.

## **C. Additional DBE Firms**

In the event CONSULTANT identifies additional DBE subconsultants not previously identified by CONSULTANT for DBE participation under the Agreement, CONSULTANT must notify AUTHORITY by filling out and submitting a "Request to Add," through ECAT. This will enable

AUTHORITY to verify the firm's eligibility, capacity, CUF and scope of work. Proposed firms will not be applied towards CONSULTANT'S DBE participation until approved by AUTHORITY.

CONSULTANT must also submit, for each DBE identified after contract execution, a written confirmation from the DBE acknowledging that it is participating in the contract for a specific value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation). This supporting documentation is a required upload by ECAT when submitting a Request to Add.

**D. DBE Commitment Change Request(s), DBE Substitution, Termination and Increasing or Decreasing Commitment Values**

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the CONSULTANT obtains AUTHORITY's written consent. CONSULTANT shall not terminate, decrease or substitute a listed DBE for convenience and perform work originally designated for a DBE with its own work force or those of an affiliate, a non-DBE firm, another DBE firm or obtain materials from other sources without

prior written authorization from AUTHORITY. CONSULTANT shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBE on the DBE Participation Commitment form, unless the DBE is terminated in accordance with this section and is approved by AUTHORITY. This includes partial terminations.

CONSULTANT shall provide written notification to AUTHORITY in a timely manner of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

AUTHORITY shall only provide written consent to a request to use other forces or sources of materials if CONSULTANT has good cause to terminate or decrease its DBE commitment to a DBE firm. For the purposes of this section good cause includes any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on the requirements of the project.
2. Listed DBE firm fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subconsultant to perform its work on the subcontract results from the bad faith or discriminatory action of CONSULTANT.
3. Listed DBE firm fails or refuses to meet the CONSULTANT's reasonable, nondiscriminatory bond requirements.
4. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
5. Listed DBE firm is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.
6. AUTHORITY has determined that the listed DBE firm is not a responsible firm.
7. Listed DBE firm voluntarily withdraws from the project and provides written notice of its withdrawal.
8. Listed DBE is ineligible to receive credit for the type of work required.
9. Listed DBE owner dies or becomes disabled resulting in the inability of the DBE to perform the work on the Contract.
10. Other documented good cause that the Authority determines compels the termination (inclusive of decreases to commitment values and substitutions) of a DBE firm.

To submit a request to substitute, decrease or terminate a DBE subconsultant commitment, CONSULTANT is required to submit a DBE Commitment Change Request through ECAT. The DBE Commitment Change Request includes options to increase, decrease, substitute or terminate a DBE commitment.

If decrease, substitute or terminate is selected, CONSULTANT must give notice in writing to the DBE, with a copy to AUTHORITY, of its intent to decrease, substitute and/or terminate, and

provide justification, allowing the DBE five (5) days to respond to CONSULTANT of the reasons, if any, why it objects to the proposed termination of its contract and why AUTHORITY should not approve CONSULTANT's request. The following documentation will be required by ECAT when submitting the DBE Commitment Change Request.

1. One or more of the good cause justifications listed above.
2. Notices from CONSULTANT to the DBE regarding the request.
3. Responses from the DBEs to CONSULTANT regarding the request.
4. Any documentation necessary to validate the good cause justification.
5. Proof of DBE certification of proposed firm (if requesting to substitute).
6. Written confirmation of work and amount signed by proposed firm (if requesting to substitute).

In the event of an approved DBE substitution, termination, or failure of a DBE to complete its work on the contract for any reason, the DBE must be substituted with another DBE or adequate good faith efforts must be documented by CONSULTANT within five (5) days, to the extent needed to meet the contract-specific DBE goal. Note: The five (5) day period may be extended for an additional five (5) days if necessary, at the request of the CONSULTANT. The substitute DBE must be certified as a DBE within the appropriate NAICS categories at the time of request for substitution.

CONSULTANT shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBE, unless the DBE is terminated in accordance with this section and is approved by AUTHORITY in writing. This includes partial terminations.

Should CONSULTANT elect to submit a good faith effort documentation in lieu of proposing additional DBE participation, AUTHORITY will review the documentation and provide a determination through ECAT to CONSULTANT stating whether or not good faith efforts have been adequately demonstrated.

The substitute DBE cannot work on the Agreement until its work eligibility has been confirmed by AUTHORITY.

#### **E. On-Going Good Faith Efforts Post-Award**

During the term of the Agreement, CONSULTANT shall continue to make a Good Faith Effort (GFE) to ensure that DBEs have an opportunity to successfully perform in the Agreement, and that the CONSULTANT meets the DBE contract goal. These efforts shall include, but shall not be limited to, the following:

- a. Negotiating in good faith to attempt to finalize and execute a subconsultant agreement with the DBEs committed to;
- b. Continuing to provide assistance to DBE firms in obtaining bonding, lines of credit, etc.
- c. Notifying a DBE in writing of any potential problem and attempting to resolve the problem prior to formally requesting AUTHORITY approval to substitute the DBE.
- d. Paying all firms (DBEs and non-DBEs) in a timely manner, as listed in the Agreement specifications;
- e. Alerting AUTHORITY in a timely manner of any problems anticipated in attaining the DBE participation committed to in the proposal;

- f. If a DBE substitution is necessary, making a Good Faith Effort to replace the DBE with another DBE, subject to the approval of AUTHORITY.

Should CONSULTANT's DBE commitment fall below the DBE contract goal, submittal of good faith effort documentation will be required on a monthly basis until the goal has been met through executed DBE contract agreements. Documentation should include but is not limited to:

- a. Conducting market research to identify and solicit DBE firms that have the capability to perform the work on the Agreement. All reasonable and available means should be utilized. This may include attendance at matchmaking meetings and events, advertising, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired and which are located in the area or surrounding areas of the project.
- b. CONSULTANT should solicit this interest as early in the process as practicable to allow the DBEs to respond to the solicitation and submit a timely proposal. CONSULTANT should determine with certainty if the DBEs are interested by taking appropriate steps to follow up on initial solicitations.
- c. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out Agreement work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when CONSULTANT might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance.
- d. Effectively using the services of available minority/women community organizations; minority/women consultant groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

#### **F. Final Report-Utilization of Disadvantaged Business Enterprises**

Upon completion of the project, CONSULTANT must electronically designate their last Monthly DBE Attainment and Subconsultant Prompt Payment Verification Report as final and submit to the Authority utilizing ECAT within thirty (30) days from the date of project completion. The amount of ten-thousand dollars (\$10,000) will be withheld from payment until a satisfactory form is submitted.

##### **A. Disadvantaged Business Enterprises Certification Status Change**

If a DBE subconsultant is decertified during the life of the project, the decertified subconsultant must notify the CONSULTANT in writing with the date of decertification and last date of work on the project while still certified. Within ten (10) days of receipt of decertification documentation, CONSULTANT must electronically furnish the written documentation to AUTHORITY via ECAT. Upon completion of the project, "Disadvantaged Business Enterprises Certification Status Change" must be signed and certified correct by the CONSULTANT indicating each DBE's existing certification status utilizing ECAT.

If there are no changes, CONSULTANT indicates “No Changes.” The signed and certified form must be furnished to AUTHORITY within thirty (30) days from the date of project completion.

Failure to submit any of the required submittals above and their support documentation within the specified timeline shall result in a penalty of ten dollars (\$10) per day, per submittal document.

AUTHORITY requires CONSULTANT to maintain records and documents of payments to lower-tiers, including DBEs, for a period of four (4) years from the date of final payment by AUTHORITY, unless otherwise provided by applicable record retention requirements for CONSULTANT’S agreement, whichever is longer. These records will be made available for inspection upon request in accordance with Article 21 entitled “Access to Records and Reports”, of this Agreement. This reporting requirement extends to all lower-tiers, both DBE and non-DBE.

AUTHORITY reserves the right, at its sole discretion, to demonstrate responsiveness to requirements of CFR 49 Part 26.37 by posting CONSULTANT payment data to a website, database, or other place accessible to subconsultants to assist them in determining when they should expect to receive payment.

**V. DBE Eligibility and Commercially Useful Function Standards**

A DBE must be certified at the time of proposal submission:

1. A DBE must be a small business firm defined pursuant to 13 CFR Part 121 and be certified through the California Unified Certification Program (“CUCP”) at the time of proposal submission. A listing of DBEs certified by the CUCP is available the link to the CUCP web site, which can be accessed at:  
<https://ucp.dot.ca.gov/licenseForm.htm>
2. A DBE may participate as a prime CONSULTANT, subconsultant, joint venture partner, vendor of material or supplies, or as a trucking company.
3. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own work forces. The DBE joint venture partner must share in the capital contribution, control, management, risks, and profits of the joint venture commensurate with its ownership interest.
4. The use of joint-checks for DBE firms must be approved by AUTHORITY prior to execution, and a joint-check agreement must accompany the request to AUTHORITY.
5. A DBE must perform a commercially useful function in accordance with 49 CFR Part 26.55 (i.e. must be responsible for the execution of a distinct element of the work, and must carry out its responsibility by actually performing, managing, and supervising the work). A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function.



**VI. DBE Crediting Provisions**

- A. When a DBE is proposed to participate in the Agreement, at any tier, only the value of the work proposed to be performed by the DBE with its own work force may be counted towards DBE participation. If CONSULTANT is a DBE joint venture participant, only the DBE proportionate interest in the joint venture must be counted.
1. If a DBE intends to subcontract part of the work of its subcontract to a lower-tier subconsultant, the value of the subcontracted work may be counted toward DBE participation only if the subconsultant is a certified DBE and performs the work with their own forces. Services subcontracted to a non-DBE firm may not be credited toward the CONSULTANT'S DBE attainment.
  2. CONSULTANT is to calculate and credit participation by eligible DBE vendors of equipment, materials, and supplies toward DBE attainment as follows:
    - a) Sixty percent (60%) of expenditures for equipment, materials, and supplies required under the Agreement obtained from a regular dealer; or
    - b) One hundred percent (100%) of expenditures for equipment, materials, and supplies required under the Agreement obtained from a DBE manufacturer.

The following types of fees or commissions paid to DBE subconsultants, Brokers, and Packagers may be credited toward CONSULTANT'S DBE attainment, provided that the fee or commission is reasonable and not excessive, as compared with fees or commissions customarily allowed for similar work including:

- a) Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required in the performance of the Agreement;
  - b) Fees charged for delivery of material and supplies (excluding the cost of materials or supplies themselves), when the licensed hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material and supplies;
  - c) Fees and commissions charged for providing any insurance specifically required in the performance of the Agreement.
3. If the CONSULTANT listed a non-certified, 1st tier subconsultant to perform work on this Agreement, and the non-certified subconsultant subcontracts a part of its work or purchases materials and/or supplies from a lower tier DBE certified subconsultant or Vendor, the value of work performed by the lower tier DBE firm's own forces can be counted toward DBE participation on the Agreement. If a DBE CONSULTANT performs the installation of purchased materials and supplies, they are eligible for full credit of the cost of the materials.
  4. CONSULTANT is advised not to report the participation of DBE(s) toward the CONSULTANT'S DBE attainment until the amount being claimed has been paid to the DBE.

**VII. DBE “Frauds” and “Fronts”**

Only legitimate DBEs are eligible to participate as DBEs in the AUTHORITY’s U.S. DOT-assisted contracts. CONSULTANT is cautioned against knowingly and willfully using “fronts.” The use of “fronts” and “pass through” subcontracts to non-disadvantaged firms constitute criminal violations. Further, any indication of fraud, waste, abuse, or mismanagement of Federal funds should be immediately reported to the Office of Inspector General, U.S. Department of Transportation at the toll-free hotline: (800) 424-9071; by email at [hotline@oig.dot.gov](mailto:hotline@oig.dot.gov), or by mail to the following: DOT Inspector General, 1200 New Jersey Ave SE, West Bldg 7th Floor, Washington, DC 20590.

**VIII. Dispute Resolution**

All contracts in excess of five-hundred thousand dollars (\$500,000) shall contain provisions or conditions which will allow for dispute resolution remedies in instances where CONSULTANTs violate or breach DBE Program requirements, inclusive but not limited to, prompt payment and provide for such sanctions and penalties as may be appropriate.

CONSULTANT shall incorporate this Section into each subcontract related to work arising under this Agreement and shall not incorporate by reference.

CONSULTANT and subconsultant agree to notify AUTHORITY within five (5) business days of any prompt payment and/or DBE Program disputes which cannot be settled by discussions between the parties involved.

CONSULTANT and subconsultant further agree to proceed through informal meetings, mediation, or any combination thereof as further detailed below. Dispute submittals shall include the method(s) of dispute resolution selected, terms, timeframes, and a detailed summary of assistance being requested (as applicable).

**I. INFORMAL MEETINGS:**

AUTHORITY is available to assist CONSULTANT with coordination of informal meeting requests to assist in the resolution of disputes between CONSULTANT and subconsultant. AUTHORITY’s DBELO or a designated DBE support representative will conduct the informal meetings with parties in dispute. Representatives from CONSULTANT and subconsultant for the purpose of dispute resolution, must include individuals authorized to bind each interested party. All parties must agree to the procedure.

**II. Mediation**

The parties to a contract may agree to endeavor to settle a dispute through informal mediation under independent third-party organizations. AUTHORITY’s DBELO and her designated support staff is considered an independent third party. Submission to informal mediation is voluntary; it is not binding and offers advisory opinions.

**Performance During Dispute:** Unless otherwise directed by AUTHORITY, CONSULTANT and its sub tiers shall continue performance under the Agreement while matters in dispute are being resolved.

**Flow Down Requirements:** The dispute resolution provisions flow down to all tiers.

These provisions shall not apply to disputes between CONSULTANT and AUTHORITY. These provisions do not alter in any way or waive compliance with other provisions in the Agreement.

**IX. Administrative Remedies and Enforcement**

CONSULTANT must fully comply with the DBE contract requirements, including the Authority's DBE Program and Title 49 CFR, Part 26 "Participation of Disadvantaged Businesses in Department of Transportation Financial Assistance Programs," and ensure that all subconsultant, regardless of tier, are also fully compliant. Failure by CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement, or such other remedy as AUTHORITY deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying CONSULTANT from future proposing as non-responsible.

In instances of identified non-compliance, a Cure Notice will be issued to CONSULTANT identifying the DBE non-compliance matter(s) and specifying the required course of action for remedy.

CONSULTANT will be given ten (10) working days from the date of the Cure Notice to remedy or to: (1) File a written appeal accompanied with supporting documentation; and/or (2) Request a hearing with AUTHORITY to reconsider AUTHORITY's DBE determination.

Failure to respond within the ten (10) working day period will constitute a waiver of CONSULTANT'S right to appeal. If CONSULTANT files an appeal, AUTHORITY, must issue a written determination and/or set a hearing date within ten (10) working days of receipt of the written appeal, as applicable. A final Determination will be issued within ten (10) working days after the hearing, as applicable.

If after review of CONSULTANT'S appeal, AUTHORITY decides to uphold the decision to impose DBE administrative remedies on CONSULTANT, the written determination must state the specific remedy(ies) to be imposed.

Failure to comply with the Cure Notice and/or to remedy the identified DBE non-compliance matter(s) is a material breach of the Agreement and is subject to administrative remedies including withholding at a minimum of two percent (2%) of the invoice amount due per month for every month that the identified non-compliance matter(s) is not remedied. Upon satisfactory compliance, AUTHORITY will release all withholdings.

In addition to administrative remedies defined in this section, AUTHORITY is not precluded from invoking other contractual and/or legal remedies available under federal, state or local laws.



## **1.16. Exhibit D: Campaign Contribution Disclosure Form**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**Information Sheet**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

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

**IMPORTANT NOTICE**

Basic Provisions of Government Code Section 84308

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

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

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

ORANGE COUNTY TRANSPORTATION AUTHORITY  
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: 2-2207 RFP Title: OC Streetcar Safety & Public Education Campaign

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

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: \_\_\_\_\_

Contributor or Contributor Firm's Name: \_\_\_\_\_

Contributor or Contributor Firm's Address: \_\_\_\_\_

Is Contributor:

- The Prime Contractor Yes  No
- Subconsultant Yes  No
- Agent/Lobbyist hired by Prime to represent the Prime in this RFP Yes  No

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

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

Name of Board Member: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Board Member: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Date: 4/26/22

Thomas E Daley  
Signature of Contributor

Daley Technology Systems, LLC.  
Print Firm Name

Thomas Daley  
Print Name of Contributor



**ORANGE COUNTY TRANSPORTATION AUTHORITY  
AND AFFILIATED AGENCIES**

**Board of Directors**

**Andrew Do, Chairman**

**Mark A. Murphy, Vice Chairman**

**Lisa A. Bartlett, Director**

**Doug Chaffee, Director**

**Barbara Delgleize, Director**

**Katrina Foley, Director**

**Brian Goodell, Director**

**Patrick Harper, Director**

**Michael Hennessey, Director**

**Gene Hernandez, Director**

**Steve Jones, Director**

**Joseph Muller, Director**

**Tam Nguyen, Director**

**Vicente Sarmiento, Director**

**Tim Shaw, Director**

**Harry S. Sidhu, Director**

**Donald P. Wagner, Director**



## **1.17. Exhibit E: Status of Past and Present Contracts**

**STATUS OF PAST AND PRESENT CONTRACTS FORM**

On the form provided below, Offeror/Bidder shall list the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract.

A separate form must be completed for each contract. Offeror/Bidder shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value. Offeror/Bidder shall also provide a brief summary and the current status of the litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations. If the contract was terminated, list the reason for termination.

Offeror/Bidder shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of the bid. Each form must be signed by an officer of the Offeror/Bidder confirming that the information provided is true and accurate.

<b>Project city/agency/other:</b> N/A	
<b>Contact Name:</b>	<b>Phone:</b>
<b>Project Award Date:</b>	<b>Original Contract Value:</b>
<b>Term of Contract:</b>	
<b>(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:</b>	
<b>(2) Summary and Status of contract:</b>	
<b>(3) Summary and Status of action identified in (1):</b>	
<b>(4) Reason for termination, if applicable:</b>	

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

Thomas Daley  
 \_\_\_\_\_  
 Name  
 President & CEO  
 \_\_\_\_\_  
 Title

*Thomas E Daley*  
 \_\_\_\_\_  
 Signature  
 4/26/22  
 \_\_\_\_\_  
 Date



## **1.18. Exhibit F: Disadvantaged Business Enterprise Program**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM  
REQUIREMENTS**

**1.0 DBE Goal**

To assist proposers in ascertaining DBE availability based on the specific items of work associated with this procurement, the Authority has determined that DBEs are ready, willing and able to compete for subcontracting opportunities on this project. The DBE Goal for this contract is **15%**.

**2.0 DBE Policy and Applicability**

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (“U.S. DOT”), the Orange County Transportation Authority (“Authority”) has adopted a Disadvantaged Business Enterprise (“DBE”) Policy and Program, in conformance with Title 49 CFR Part 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.” The contract is subject to the following stipulated regulations. Pursuant to the intent of these Regulations, it is the policy of the Authority to fulfill the spirit and intent of the DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have an equitable opportunity to compete for and participate in Authority’s U.S. DOT-assisted contracts and subcontracts. The Authority is firmly committed to its DBE Program objectives, which are designed to:

- 2.1 Ensure non-discrimination in the award and administration of Authority’s U.S. DOT-assisted contracts.
- 2.2 Create a level playing field on which DBEs can compete fairly for the Authority’s U.S. DOT-assisted contracts.
- 2.3 Ensure that the DBE Program and Overall Goal are narrowly tailored in accordance with applicable law.
- 2.4 Ensure that only firms that meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs in the Authority’s DBE program.
- 2.5 Help remove barriers which impede the participation of DBEs in the Authority’s U.S. DOT-assisted contracts.
- 2.6 Promote the use of DBEs in all types of U.S. DOT-assisted agreements and procurement activities conducted by the Authority.
- 2.7 Provide training and other assistance through our resource partners to address capital, bonding and insurance needs.

- 2.8 Assist in the development of DBE firms that can compete successfully in the marketplace outside the DBE Program; and
- 2.9 Establish and provide opportunities for DBEs by providing flexibility in the implementation of the Authority's DBE Program.

Proposers shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

***Any terms used in this section that are defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and the Authority's DBE Program with respect to U.S. DOT-assisted contracts, the Regulations shall prevail.***

**Race-Neutral/Race-Conscious DBE Program Measures**

The Authority will utilize both race-neutral and race-conscious means to meet its overall DBE Program goal.

Race-neutral measures include, but are not limited to, conducting outreach, training, providing other resource assistance and assessing proposal delivery schedules to ensure that DBEs interested in proposing for U.S. DOT-assisted solicitations are provided Additional Authority Race-Neutral measures include ensuring that DBEs and other small business are afforded ample opportunity to participate in the Authority's U.S. DOT-assisted solicitations by unbundling large contracts to make them more accessible to small businesses and requiring or encouraging prime consultants to subcontract portions of work that they might, otherwise, perform with their own work forces. Race-neutral participation also includes any time a DBE obtains a Prime Contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE goal.

In conjunction with the race-neutral measures listed above, the Authority will implement race-conscious measures through the use of contract goals and good faith efforts. When a contract-specific goal is assigned to a project, proposers must demonstrate responsiveness by committing to meet the DBE goal or documenting a bona fide good faith effort to do so, as a condition of award. Contract-specific goals are specifically targeted at DBEs certified through the California Unified Certification Program ("CUCP").

### 3.0 Definitions

The following definitions apply to the terms as used in these provisions:

- 3.1 **"Disadvantaged Business Enterprise (DBE)"** means a for-profit small business concern: (a) which is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- 3.2 **"Small Business Concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and Small Business Administration (SBA) regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).
- 3.3 **"Socially and Economically Disadvantaged Individuals"** means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.
- 3.3.1 Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group if you require it.
- 3.3.2 Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
- 3.3.2.1 "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
- 3.3.2.2 "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- 3.3.2.3 "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians;



- 3.3.2.4 "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kirbati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
  - 3.3.2.5 "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
  - 3.3.2.6 Women; and
  - 3.3.2.7 Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- 3.3.3 Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.
- 3.4 **"Owned and Controlled"** means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals;" and (b) whose management and daily business operations are controlled by one or more such individuals.
- 3.5 **"Manufacturer"** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
- 3.6 **"Regular Dealer"** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
- 3.7 **"Fraud"** includes a firm that does not meet the eligibility criteria of being a certified DBE, and that attempts to participate in a U.S. DOT-assisted

program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty. The Authority may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR part 31. The Authority may refer cases of identified fraud to the Department of Justice, for prosecution under 18 U.S.C. 1001, or any other applicable provisions of law. Any person who makes a false or fraudulent statement in connection with participation of a DBE in any U.S. DOT-assisted program or otherwise violates applicable Federal statutes.

**3.8** ***"Other Socially and Economically Disadvantaged Individuals"*** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration or the Authority to meet the social and economic disadvantage criteria described below.

**3.8.1** Social Disadvantage

- 3.8.1.1 The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.
- 3.8.1.2 The individual must demonstrate that he/she has personally suffered social disadvantage.
- 3.8.1.3 The individual's social disadvantage must be rooted in treatment, which he/she has experienced in American society, not in other countries.
- 3.8.1.4 The individual's social disadvantage must be chronic, longstanding and substantial; not fleeting or insignificant.
- 3.8.1.5 The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.
- 3.8.1.6 A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

3.8.2 Economic Disadvantage

3.8.2.1 The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.

3.8.2.2 The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

- availability of financing
- bonding capability
- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

**4.0 DBE Proposal Submission Requirements**

Proposer must complete and submit the following DBE Exhibits (forms) with their proposal:

- DBE Participation Commitment Form

Proposer must complete and submit the following DBE Exhibits (forms) to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date:

- Letter of Acknowledgement and Commitment (required from each proposed DBE firm listed on the DBE Participation Commitment Form)

- DBE Information - Good Faith Efforts (if sufficient participation to meet the DBE goal has not been proposed on the DBE Participation Commitment Form)
- Bidders List

Required Forms	Submission
DBE Participation Commitment Form	Required at time of proposal
Letter of Acknowledgement and Commitment (required from each DBE firm listed on the DBE Participation Commitment Form)	Required no later than 4:00 p.m. on the 2 <sup>nd</sup> business day after the proposal due date
DBE Information – Good Faith Efforts	Required no later than 4:00 p.m. on the 2 <sup>nd</sup> business day after the proposal due date
Bidders List	Required no later than 4:00 p.m. on the 2 <sup>nd</sup> business day after the proposal due date

**4.1 “DBE Participation Commitment Form” (Exhibit F-1) required at time of Proposal.** The Proposer is to provide the following information for each DBE that will participate in the contract:

- 4.1.1 The complete name and address of each DBE who will participate in the contract;
- 4.1.2 Valid DBE Certification ID to confirm eligibility status through the CUCP, in conformance with 49 CFR Part 26;
- 4.1.3 A description of the work that each DBE will perform or provide;
- 4.1.4 The dollar amount of the work to be performed or provided by the DBE;
- 4.1.5 The dollar amount of the work eligible to be credited for each DBE towards the DBE goal (should not include lower-tier participation and should account for the type of work to be performed);
- 4.1.6 The proposer shall also submit, for each DBE to perform under this Agreement, a **Letter of Acknowledgement and Commitment (Exhibit F-2)** signed and dated from each DBE listed, acknowledging that the DBE is participating in the contract for the specified dollar

value and scope of work listed on the DBE Participation Commitment Form. The dollar amount and scope(s) in the Letter of Acknowledgement and Commitment, and the amount and scope reflected on the DBE Participation Commitment Form must match identically.

Letter(s) of Acknowledgement and Commitment must be submitted to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date.

#### **4.2 “DBE Information - Good Faith Efforts” (Exhibit F-3)**

To be a responsible and responsive proposer, the proposer must make good faith efforts to meet the goal. The proposer can meet this requirement in two ways. (i) the proposer can meet the goal by documenting commitments for participation by DBE firms sufficient for this purpose; or (ii) the proposer can demonstrate that he/she took all necessary and reasonable steps to achieve the DBE goal or other requirement of this part, which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

If the proposer did not meet or obtain enough DBE participation to meet the DBE goal, the proposer must complete and submit the “DBE Information – Good Faith Efforts,” form demonstrating that the proposer made adequate good faith efforts to meet the goal.

If the proposer has met the DBE goal based on the participation of DBEs listed on the proposer’s “DBE Participation Commitment Form,” it is at the proposer’s discretion (i.e. this is not mandatory) to submit “DBE Information – Good Faith Efforts,” form. However, the submission of good faith efforts documentation can protect the proposer’s eligibility for award of the contract if the Authority determines that the proposer failed to meet the goal for various reasons (e.g. a DBE firm was not certified at proposal submission or the proposer made a mathematical error). Submittal of only the “DBE Information – Good Faith Efforts,” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made; therefore, the proposer is encouraged to attach additional information and supporting documents as necessary.

Good Faith Efforts documentation must be submitted to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date.

For further guidance, refer to instructions on Exhibit E-2 “DBE Information – Good Faith Efforts,” form and the United States Department of Transportation’s (“U.S. DOT”) DBE Program, Appendix A of Title 49 CFR

Part 26 - "Guidance Concerning Good Faith Efforts," and the DBE Section of the Authority's Pre-Proposal Power Point.

**4.3 "Bidders List" (Exhibit F-4)**

The Authority is required by Regulations to create and maintain a "Bidders List," of all firms proposing or quoting on the Authority's U.S. DOT-assisted contracts for use in calculating the Authority's DBE goal(s). Proposers are required to complete and submit the requested information listed on the "Bidders List" form, for all firms (DBE[s] and non-DBE[s]) who submitted a bid, proposal or quote, including firms who were contracted by the prime proposer.

The "Bidders List" must be submitted to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date.



## **1.19. Exhibit F-1: DBE Participation Commitment Form**



## DBE PARTICIPATION COMMITMENT FORM

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE PROPOSAL AS A  
CONDITION OF DBE RESPONSIVENESS**

NOTE: Refer to instructions on the reverse side of this form.

### Proposer to Complete this Section

1. RFP No.: 2-2207

2. Project Name/Description: OC Streetcar Safety and Public Education Campaign

3. Prime Proposer Name: Thomas E. Daley

4. Contract DBE Goal %: 15%

5. Proposer's Total Bid Price \$700,000  
(If applicable)

### Required DBE Commitment Information

6. DBE Firm (Name and Address)	7. DBE Certification Number	8. Description of Scope of Services/Work	9. Dollar Value (\$) or Percent (%) of Participation	10. Dollar Value (\$) or Percent (%) of Eligible DBE Participation/Commitment
Michael R. Kodama	# 17078	Government Consulting		
Planning Consultants				
3800 La Crescenta Ave.,	# 01			
Glendale, CA 91214				

**Note: As a condition of responsiveness, the proposer is required to submit with the Proposal a DBE Letter of Acknowledgement and Commitment signed and dated from each DBE listed in Column 6 acknowledging that the DBE is participating in the contract for the specified dollar value (\$) or percent (%) and scope of work.**

**The dollar and/or percentage amount and scope committed in the DBE Letter of Acknowledgement and Commitment and the dollar and/or percentage amount and scope shown on this form MUST match identically.**

11. Total Dollar Value (\$) or Percent (%) of Eligible DBE Participation:

\$105,000.00

12. Eligible DBE Participation Represented as a Percentage (%) of Proposer's Total Proposal Price

15.0 %

Proposer Assurance: The proposer certifies that information on this form is complete and accurate, that it has verified the listed DBE(s) certification status and is only crediting eligible DBE participation towards meeting the contract DBE goal.

Thomas E. Daley  
13. Preparer's Name (Print)

Thomas E Daley

President & CEO  
15. Preparer's Title

4/26/22  
16. Date

(626) 319-5114  
17. Telephone No.

Tom.Daley@DTScconnect.com  
18. Email Address



## INSTRUCTIONS - DBE Participation Commitment Form

**Proposer is required to ensure all information is complete and accurate:**

1. **RFP No.** - Enter the RFP Number.
2. **Project Name/Description** - Enter the name and/or description of the project.
3. **Prime Proposer Name** - Enter the proposer's firm name.
4. **Contract DBE Goal %** - Enter the contract DBE goal percentage.
5. **Proposer's Total Proposal Price** – Enter the proposer's total proposal price.
6. **DBE Firm** – Enter name and address of the proposed DBE firm. Identify all DBE firms being claimed for credit, regardless of tier.
7. **DBE Certification Number** - Enter the DBE's certification identification number. All DBEs must have a valid DBE certification at time of proposal due date.
8. **Description of Scope of Services/Work** – Enter the scope of services/work for each DBE firm listed to participate on this contract.
9. **Dollar Value (\$) or Percent (%) of Participation** - Enter the total dollar value or percent of participation for each listed DBE firm.
10. **Dollar Value (\$) or Percent (%) of Eligible DBE Participation/Commitment** - Enter the dollar value or percent of participation eligible to count towards meeting the contract DBE goal. This value should exclude work performed by lower tier subcontractors and account for the DBE's capacity based on their certification type in conformance with the DBE crediting provisions set forth in Title 49 CFR Part 26.55.
11. **Total Dollar Value (\$) of Eligible DBE Participation** - Enter the sum of all eligible participation listed in column 10.
12. **Eligible DBE Participation Represented as a Percentage (%) of Proposer's Total Price** - Enter the corresponding percentage of the total eligible DBE participation that the proposer is counting towards the proposer's DBE goal commitment (Formula: Item (11) Total Dollar Value (\$) of Eligible DBE Participation / Item (5) Proposer's Total Price = Proposer's DBE Goal Commitment Percent (%). If percent (%) is used in lieu of dollar value (\$) for Item (11), then Item (12) should equal percent listed in Item 11).
13. **Preparer's Name (Print)** - Clearly enter the name of the authorized person preparing the form on behalf of the proposer.
14. **Preparer's Signature** - Authorized person's signature.
15. **Preparer's Title** - Enter the position/title of the authorized person signing the form on behalf of the proposer.
16. **Date** - Enter the date the form is signed.
17. **Telephone No.** - Enter the area code and telephone number of the authorized person signing the form on behalf of the proposer.
18. **Email Address** - Enter the email address of the authorized person signing the form on behalf of the proposer.

**NOTE: A firm is only eligible to count towards DBE participation in the NAICS codes contained within its California Unified Certification Program (CUCP) DBE Profile. Proposers are to verify that listed subconsultants contain DBE certification in the NAICS codes relevant to the scope they are being listed to perform.**



## **1.20. Exhibit F-2: Letter of Acknowledgement and Commitment**

**DBE LETTER OF ACKNOWLEDGMENT AND COMMITMENT**

1. IFB NO.: 2-2207
2. Project Name/Description: OC Streetcar Safety & Public Education Campaign
3. Bidder: Daley Technology Systems, LLC
4. DBE Commitment Information

(A) Description of work to be performed by DBE firm (include bid item number on the DBE Participation Commitment Form as applicable):

**Transportation Planning, Translation Services, Community Relations, Outreach and Facilitation**

(B) Dollar value of this work \$105,000.00

**5. DBE ACKNOWLEDGMENT\***

I acknowledge that my firm has been listed by the Bidder named above, and is committed, to perform the scope and portion of work (A and B) stated above.

DBE Firm's Name: Michael R. Kodama Planning Consultants

Name: Michael R. Kodama

Signature: 

Title: President

Telephone: 818 369-7520 / 818 468-8593

\*If the bidder does not receive award of the prime contract, any and all representations in this letter of Acknowledgment and Commitment shall be null and void.

This form may be used to fulfill the DBE Participation Commitment Letter requirement as stated in the IFB instructing that the "the bidder is required to submit with the Bid a DBE Letter of Acknowledgement and Commitment signed and dated from each DBE acknowledging that the DBE is participating in the contract for the specified dollar value (\$) and scope of work.



**Metro**

Los Angeles County  
Metropolitan Transportation Authority

One Gateway Plaza  
Los Angeles, CA 90012-2952

213.922.2000 Tel  
metro.net

May 27, 2021

Metro File #2224

Mr. MICHAEL KODAMA  
Michael R. Kodama Planning Consultants  
3800 LA CRESCENTA AVENUE  
SUITE #101  
LA CRESCENTA, CA 91214

Subject: Small Business Enterprise Certification

Dear Mr. MICHAEL KODAMA:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Small Business Enterprise (SBE) as required under Metro's SBE Program. Your firm will be listed in Metro's SBE database of certified SBEs under the following specific areas of expertise:

NAICS 488999: ALL OTHER SUPPORT ACTIVITIES FOR TRANSPORTATION

Your SBE certification is valid for five years from the date of this letter and applies only for the above NAICS code(s). Any additions and revisions must be submitted to Metro for review and approval.

In order to ensure your continuing SBE status, you are required to submit an annual update along with supporting documentation. If no changes are noted, then your SBE status remains current. If there are changes, Metro will review to determine continued SBE eligibility. Please note, your SBE status remains in effect unless Metro notifies you otherwise.

After the five-year certification period, your entire file will be reviewed in order to ascertain continued SBE certification status. You will be notified of the pending SBE status review and any documentation updates necessary prior to the expiration date.

Also, should any changes occur that could affect your certification status prior to receipt of the annual update application, such as changes in your firm's name, business/ mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your SBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records, and documents by Metro.

Congratulations, and thank you for your interest in Metro's SBE Program. Should you have any questions, please contact us at (213) 922-2600. For information on Metro contracting opportunities, please visit our website at [www.metro.net](http://www.metro.net).

Sincerely,

Shirley Wong  
Principal Certification Officer  
Diversity & Economic Opportunity Department



**Metro**

Los Angeles County  
Metropolitan Transportation Authority

One Gateway Plaza  
Los Angeles, CA 90012-2952

213.922.2000 Tel  
metro.net

May 27, 2021

Metro File #2224

Mr. MICHAEL KODAMA  
Michael R. Kodama Planning Consultants  
3800 LA CRESCENTA AVENUE  
SUITE #101  
LA CRESCENTA, CA 91214

Subject: Small Business Enterprise Certification

Dear Mr. MICHAEL KODAMA:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Small Business Enterprise (SBE) as required under Metro's SBE Program. Your firm will be listed in Metro's SBE database of certified SBEs under the following specific areas of expertise:

NAICS 488999: ALL OTHER SUPPORT ACTIVITIES FOR TRANSPORTATION

Your SBE certification is valid for five years from the date of this letter and applies only for the above NAICS code(s). Any additions and revisions must be submitted to Metro for review and approval.

In order to ensure your continuing SBE status, you are required to submit an annual update along with supporting documentation. If no changes are noted, then your SBE status remains current. If there are changes, Metro will review to determine continued SBE eligibility. Please note, your SBE status remains in effect unless Metro notifies you otherwise.

After the five-year certification period, your entire file will be reviewed in order to ascertain continued SBE certification status. You will be notified of the pending SBE status review and any documentation updates necessary prior to the expiration date.

Also, should any changes occur that could affect your certification status prior to receipt of the annual update application, such as changes in your firm's name, business/ mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your SBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records, and documents by Metro.

Congratulations, and thank you for your interest in Metro's SBE Program. Should you have any questions, please contact us at (213) 922-2600. For information on Metro contracting opportunities, please visit our website at [www.metro.net](http://www.metro.net).

Sincerely,

Shirley Wong  
Principal Certification Officer  
Diversity & Economic Opportunity Department

## INSTRUCTIONS - DBE LETTER OF ACKNOWLEDGMENT AND COMMITMENT

**Bidder is required to ensure all information is complete and accurate:**

1. **IFB No.** - Enter the IFB Number.
2. **Project Name/Description** - Enter the name and/or description of the project.
3. **Bidder Name** - Enter the bidder's firm name.
- 4A. **Description of work** - Scope of work to be performed that will be credited towards DBE participation. To include bid item number on the DBE Participation Commitment Form as applicable.
- 4B. **Dollar Value** - Enter the total dollar value of participation for the DBE firm.
5. **DBE Acknowledgement** – DBE to provide firm name, authorized person's name, signature, title, and telephone number if they have been notified that they were listed for the scope and value reflected in #4.

**NOTE: If the bidder does not receive award of the prime contract, any and all representations in the letter of Acknowledgment and Commitment shall be null and void**



## **1.21. Exhibit F-3: DBE Information – Good Faith Efforts**

Per the directives set forth in the RFP, DTS will submit Exhibit F-3: DBE Information – Good Faith Efforts on or before two business days after RFP Response submission.



## **1.22. Exhibit F-4: Bidders List**





## Bidders List

The Department of Transportation requires the Authority to create and maintain a "Bidders List" containing information about all firms (DBE and Non-DBE) that bid, propose or quote on the Authority's DOT-assisted contracts, in accordance with 49 CFR Part 26.11. The "Bidders List" is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The proposer is to complete all requested information for every firm who submitted a bid, proposal or quote, including the primary proposer, and submit this information to the Authority no later than 4:00 p.m. on the 2nd business day after the Authority's proposal due date, or as otherwise specified in the solicitation. The Authority will utilize this information to assist in the Authority's DBE goal-setting process.

Prime Name and Location	Type of Work/Services/Materials Provided:	Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No.	DBE (Y/N)	Phone:	Annual Gross Receipts	
	NAICS/WCC			DIR Reg Number	DBE Certification ID	Email		
Prime Proposer: Daley Technology Systems, LLC.	Public Outreach	N/A	N/A			626-319-5114	<input checked="" type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million Age of Firm: <u>17</u> yrs.	
Contact Name: Thomas Daley								Tom.Daley@DTSconnect.com
Address: 1618 Yeager Avenue La Verne, CA 91750								

Subconsultant Name and Location	Type of Work/Services/Materials Provided:	Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No.	DBE (Y/N)	Phone:	Annual Gross Receipts	
	NAICS/WCC			DIR Reg Number	DBE Certification ID	Email		
Firm Name: Michael R. Kodama Consulting	Public Outreach	\$105,000	15%		YES	818-369-7520	<input checked="" type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million Age of Firm: <u>29</u> yrs.	
Contact Name: Michael R. Kodama								MKodama@MKplanners.com
Address: 3800 La Crescenta Ave., #101 Glendale, CA 91214								# 17078

**RFP 2-2207  
EXHIBIT F-4**

Subconsultant Name and Location	Type of Work/Services/Materials Provided:	Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No.	DBE (Y/N)	Phone:	Annual Gross Receipts
	NAICS/WCC			DIR Reg Number	DBE Certification ID	E-mail:	
Firm Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							Age of Firm: _____yrs.
Firm Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							Age of Firm: _____yrs.
Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							Age of Firm: _____yrs.

**NOTE:** USE ADDITIONAL SHEETS AS NECESSARY TO DEMONSTRATE RESPONSIVENESS TO THE BIDDERS LIST REQUIREMENTS.



## **1.23. Exhibit G: Restrictions on Lobbying**

**CERTIFICATION**  
**LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN**  
**FEDERAL TRANSACTIONS**

A. DEFINITIONS

1. Authority, as used in this clause, means the Orange County Transportation Authority, acting on behalf of the Orange County Transit District.
2. Covered Federal action, as used in this clause, means any of the following Federal actions:
  - a. The awarding of any Federal contract.
  - b. The making of any Federal grant.
  - c. The making of any Federal loan.
  - d. The entering into of any cooperative agreement.
  - e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. Indian tribe and tribal organization, as used in this clause, have the meaning provided in Section 450b of the Indian self-determination and Education Assistance Act (25 U.S.C. 450) and include Alaskan Natives.
4. Influencing or attempting to influence, as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.
5. Local government, as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.
6. Officer or employee of an agency, as used in this clause, includes the following individuals who are employed by an agency:
  - a. An individual who is appointed to a position in the Government under title 5, United States code, including a position under a temporary appointment.
  - b. A member of the uniformed services, as defined in the subsection

101(3), Title 37, United States Code.

- c. A special Government employee, as defined in Section 202, Title 18, United States Code.
  - d. An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, Appendix section 3.
7. Person, as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
  8. Reasonable compensation, as used in this clause, means with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.
  9. Reasonable payment, as used in this clause means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.
  10. Recipient, as used in this clause, includes the CONSULTANT and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
  11. Regularly employed, as used in this clause, means, with respect to an officer or employee of a person requesting or receiving by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.
  12. State, as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State regional or interstate entity having governmental duties and powers.

B. PROHIBITIONS

1. Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or, the modification of any Federal contract, grant, loan, or cooperative agreement.
2. The Act also requires consultant to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement.
3. The prohibitions of the Act do not apply under the following conditions:
  - a. Agency and legislative liaison by own employees.
    - (1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
    - (2) For purposes of paragraph C.3.a.(1) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
    - (3) The following agency and legislative liaison activities are permitted any time where they are not related to a specific solicitation for any covered Federal action:

Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities.

Technical discussions and other activities regarding the application of adaptation of the person's products or services for

an agency's use.

- (4) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,

Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507, and subsequent amendments.

- (5) Only those services expressly authorized by paragraph C.3.a.(1) of this clause are permitted under this clause.

b. Professional and technical services

- (1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of:

A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as condition for receiving that Federal action.

Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application or that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include contractors and trade associations.

- (2) For purposes of paragraph C.3.a.(1) of this clause, professional and technical services shall be limited to advise and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission, or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.
- (3) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
- (4) Only those services expressly authorized by paragraph C.3.a.(1) and (2) of this clause are permitted under this clause.
- (5) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

c. Disclosure

- (1) The consultant who requests or receives from an agency a Federal contract shall file with that agency a disclosure form OMB standard form LLL, Disclosure of Lobbying Activities, (Attachment to the bid package) if such person has made or had agreed to made any payment using non appropriated funds (to include profits from any covered Federal action), which



would be prohibited under subparagraph B.1. of this clause, if paid for with appropriated funds.

- (2) The consultant shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph II.A. of this clause. An event that materially affects the accuracy of the information reported includes:

A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

- (3) The consultant shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime consultant. The prime consultant shall submit all disclosures to the District at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding consultant.

d. Agreement

The consultant agrees not to make any payment prohibited by this clause.

e. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be

applicable.

- (2) Consultants may rely without liability on the representation made by their subcontractors in the certification and disclosure forms.

f. Cost Allowability:

Nothing in this clause is to be interpreted to make allowable or reasonable any costs, which will otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provisions.

**CERTIFICATION OF  
RESTRICTIONS ON LOBBYING**

I, Thomas E. Daley, President & CEO, hereby certify on behalf (name of bidder/offeror) of  
Daley Technology Systems, LLC. that:  
(Firm name)

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence making lobbying contracts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. If bidder/offeror does not have any reportable activities to disclose, they shall check the box entitled "No Reportable Activities" on the attached Standard Form-LLL "Disclosure of Lobbying Activities" and complete Section 16 of the form. The certifying official shall sign and date the form, print his/her name, title and telephone number.
4. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The bidder/offeror, Thomas Daley, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the bidder/offeror understands and agrees that the provisions of 31 U.S.C. 3801, et seq. apply to this certification and disclosure, if any.

Executed this 26<sup>th</sup> day of April, 2022

By Thomas E Daley  
(Signature of authorized official)

President and CEO  
(Title of authorized official)

**NO REPORTABLE ACTIVITIES** (Bidder/Offeror required to complete Section 16 below.)

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved by  
OMB  
003480045

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material changes  For Material Change Only: year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: _____	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known: _____	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
(attach Continuation Sheet(s) SF - LLL - A if necessary)		
<b>11. Amount of Payment (check all that apply):</b>  \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>13. Type of Payment (check all that apply):</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other specify: _____	
<b>12. Forum of Payment (check all that apply):</b> <input type="checkbox"/> a. cash b. <input type="checkbox"/> in-kind; specify _____ nature: _____ value: _____		
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s) or Member(s) contracted for Payment indicated in Item, 11:</b>     (attach Continuation Sheet(s) SF-LLL-A if necessary)		
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>16. Information requested through this form is authorized by Code 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.</b>		
Signature: _____ Print name: _____ Title: _____ Telephone No: _____      Date: _____		
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL

**INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING  
ACTIVITIES**

This DISCLOSURE FORMS SHALL BE COMPLETED BY the reporting entity, whether Subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

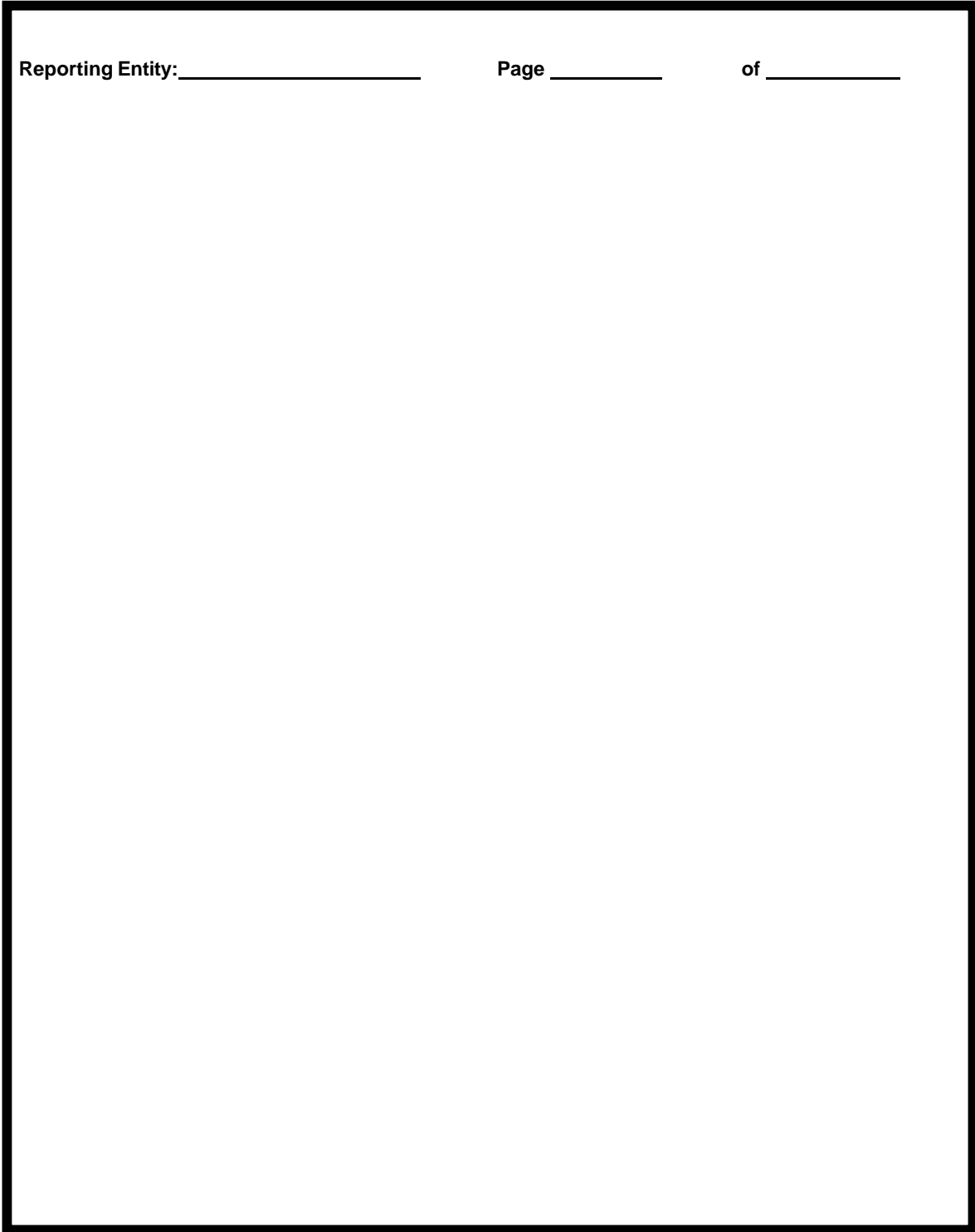
1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address city, state, and zip code of the prime Federal recipient. Include Congressional District.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency, name if known. For example, Department of Transportation, United State Coast Guard.
7. Enter the Federal program name for description of the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a.). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Office of Management and Budget Paperwork Reduction Project (0348-0446), Washington, D.C. 20503.

Approved by  
OMB  
003480045

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_




Authorized for Local Reproduction



## 1.24. Exhibit H: Safety Specification

As President and CEO of Daley Technology Systems (DTS), I affirm that DTS, its subcontractors, and employees shall comply with the provisions and specifications of Exhibit H: Safety Specification, which follows, in accordance with RFP No. 2-2207

  
Thomas E. Daley, MPA  
President and CEO  
Daley Technology Systems, LLC.

April 26, 2022  
Date

## LEVEL 2 STANDARD HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

### PART I – GENERAL

#### 1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC), requirements of this safety specification, project site requirements, and bus yard safety rules as well as all federal, state, and local regulations pertaining to scope of work or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be reason for termination of scope or agreements with the Authority, at the sole discretion of the Authority.

#### C. INJURY AND ILLNESS PREVENTION PROGRAM

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

#### D. SUBSTANCE ABUSE PREVENTION PROGRAM

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

#### E. HAZARD COMMUNICATION PROGRAM

- 1. Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- 2. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.



F. STORM WATER POLLUTION PREVENTION PLAN

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

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

1. Upon contract award, the contractor within 10 business days shall designate a health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.
2. This person shall be a Competent or Qualified Individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards, and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.
3. The Contractor's HSE Representative is subject to acceptance by the Authority Project Manager, and the HSEC Department. All contact information of the HSE Representative (name, phone, and fax and pager/cell phone number) shall be provided to the Authority Project Manager, upon request, within 72 hours.
4. The Contractor's HSE Representative shall hold a current certification from the Board of Certified Safety Professionals (BCSP) and have five years of demonstrated construction/scope experience enforcing HSE compliance on construction, industrial or similar project scopes. The designated HSE Representative shall participate in any required HSE related submittals. The Authority reserves the right to allow for an exception and to modify these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC Department Manager.
5. Competent Individual means an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees and/or property, and who has authorization to take prompt corrective measures to eliminate them.
6. Qualified Individual means an individual who by possession of a recognized degree, certificate, certification or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his/her ability to solve or resolve problems relating to the subject matter, the work, or the Project.

## H. SCOPE PLANNING

Prior to any scope work activity or task, the Contractor shall evaluate the hazards of the scope of work and the work environment to ensure proper control measures are identified for employee public and property protection measures to prevent incidents. This evaluation shall be implemented by developing a written site specific Job Hazard Analysis (JHA) or similar tool designed for planning the work to prevent incidents. The plan shall be provided to the Authority's Project Manager, upon request, within 72 hours.

## I. ORIENTATION

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

## J. TRAFFIC & PARKING

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

## K. GENERAL PROVISIONS

1. The Contractor shall provide all necessary tools, equipment, and related safety protective devices to execute the scope of work in compliance with Authority's HSEC requirements, CCR Title 8 Standards, and recognized safe work practices.
2. The Contractor shall immediately notify the Authority's Project Manager whenever local, state or federal regulatory agency personnel are identified as being onsite.

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

## 1.2 ENVIRONMENTAL REQUIREMENTS

- A. The Contractor shall comply with Federal, State, county, municipal, and other local laws and regulations pertaining to the environment, including noise, aesthetics, air quality, water quality, contaminated soils, hazardous waste, storm water, and resources of archaeological significance. Expense of compliance with these laws and regulations is considered included in the agreement. Contractor shall provide water used for dust control, or for pre-wetting areas to be paved, as required; no payment will be made by OCTA for this water.
- B. The Contractor shall prevent pollution of storm drains, rivers, streams, irrigation ditches, and reservoirs with sediment or other harmful materials. Fuels, oils, bitumen, calcium chloride, cement, or other contaminants that would contribute to water pollution shall not be dumped into or placed where they will leach into storm drains, rivers, streams, irrigation ditches, or reservoirs. If operating equipment in streambeds or in and around open waters, protect the quality of ground water, wetlands, and surface waters.
- C. The Contractor shall protect adjacent properties and water resources from erosion and sediment damage throughout the duration of the contract. Contractor shall comply with applicable NPDES permits and Storm Water Pollution Prevention Plan (SWPPP) requirements.

- D. Contractor shall comply with all applicable EPA, Cal EPA, Cal Recycle, DTSC, SCAQMD, local, state, county and city standards, rules and regulations for hazardous and special waste handling, recycling and/ disposal. At a minimum, Contractor shall ensure compliance where applicable with SCAQMD Rule 1166, CCR Title 8, Section 5192, 29 CFR Subpart 1910.120, 49 CFR Part 172, Subpart H, 40 CFR Subpart 265.16 and CCR Title 22 Section 6625.16. Contractor shall provide OCTA a schedule of all hazardous waste and special or industrial waste disposal dates in advance of transport date. Only authorized OCTA personnel shall sign manifests for OCTA generated wastes. Contractor shall ensure that only current registered transporters are used for disposal of hazardous waste and industrial wastes. The Contractor shall obtain approval from OCTA for the disposal site locations in advance of scheduled transport date.

### 1.3 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:
  - 1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
  - 2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
  - 3. Incidents impacting the environment, i.e. spills or releases on Authority property.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work. An immediate verbal notice followed by a written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.
- C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos of the incident area, detailed description of what happened, Investigative photos of the existing conditions and area around the injury/incident scene, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury, copy of Cal/OSHA 300 log of work related injuries and illnesses, the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.

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

#### 1.4 PERSONAL PROTECTIVE EQUIPMENT

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

#### 1.5 LANGUAGE REQUIREMENTS

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

**1.6 WARNING SIGNS AND DEVICES**

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

**1.7 REFERENCES**

- A. CCR Title 8 Standards (Ca/OSHA)
- B. FCR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. Construction Industry Institute (CII)
- E. Board of Certified Safety Professionals (BCSP)
- F. OCTA Yard Safety Rules

**END OF SECTION**



## **1.25. Exhibit I: Proposal Exceptions and/or Deviations**

**PROPOSAL EXCEPTIONS AND/OR DEVIATIONS**

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

Offeror: Thomas E. Daley, President & CEO

RFP No.: 2-2207 RFP Title: "OC Streetcar Safety and Public Education Campaign"

Deviation or Exception No. : N/A

Check one:

- Scope of Work (Technical) \_\_\_\_\_
- Proposed Agreement (Contractual) \_\_\_\_\_

Reference Section/Exhibit: \_\_\_\_\_ Page/Article No. \_\_\_\_\_

Complete Description of Deviation or Exception:

---

---

---

---

---

---

---

---

Rationale for Requesting Deviation or Exception:

---

---

---

---

---

---

Area Below Reserved for Authority Use Only:






## **1.26. OCTA Campaign Concepts**

# OC STREETCAR SAFETY & PUBLIC EDUCATION CAMPAIGN

The image shows a desktop view of the OC Streetcar Project website. At the top left is the logo for the OC Streetcar Project, which includes the OCTA logo and the text "OC STREETCAR PROJECT SAFETY & PUBLIC EDUCATION CAMPAIGN". To the right of the logo are navigation links: "HOME", "RFP RESPONSE", "CONCEPTS", and "CONTACT". The main content area features a large photograph of a woman kissing a baby on the cheek. Overlaid on the top left of this photo is the quote "This is my future, my life." followed by the name "Theresa Gutierrez" and a bulleted list: "• Santa Ana resident since 2003", "• Works 60 hours per week", and "• Is proud to be raising a future doctor". Below the photo is a blue graphic with a circular inset showing a streetcar. The text "SAFETY AND PUBLIC EDUCATION CAMPAIGN" is written in a curve above the streetcar. Below the streetcar is the "OC STREETCAR PROJECT" logo. At the bottom of the graphic are logos for "GARDEN GROVE" and "SANTA ANA".

WEBSITE: [www.OCmovesMe.com](http://www.OCmovesMe.com)

The image displays the OC Streetcar Project website on four different devices: a desktop monitor, a tablet, a smartphone, and a laptop. The desktop monitor shows a quote from Rolando Cisneros: "Keep learning to stay young." Below the quote is his name. The laptop shows a quote from Brenda Nguyen: "My future looks bright!" Below the quote is her name and a bulleted list: "• Garden Grove resident since 2008", "• Works part time at UCI Medical Center & uses OCTA buses to attend local college at night", and "• Is happily engaged with her boyfriend of three years". The tablet and smartphone show the Theresa Gutierrez quote and photo. The website header on all devices includes the OCTA logo and the text "IN THE CENTER OF IT ALL OC STREETCAR PROJECT", along with the navigation links "HOME", "RFP RESPONSE", "CONCEPTS", and "CONTACT".



# TAGLINE SERIES

“My future looks bright.”  
Get the full story at: [OCmovesMe.com](http://OCmovesMe.com)

“Headed in the right direction.”  
Get the full story at: [OCmovesMe.com](http://OCmovesMe.com)

“Family is everything.”  
Get the full story at: [OCmovesMe.com](http://OCmovesMe.com)

“Friendship & loyalty is everything.”  
Get the full story at: [OCmovesMe.com](http://OCmovesMe.com)

“Family is a gift that lasts forever.”  
Get the full story at: [OCmovesMe.com](http://OCmovesMe.com)

“This is my future, my life.”  
Get the full story at: [OCmovesMe.com](http://OCmovesMe.com)

# STORY SERIES

“Keep learning to stay young.”  
Rolando Cisneros  
• OCTA passenger since 1998  
• Retired after 38 years in education  
• OC Street Car would make it convenient and easy to get around town  
Get the full story at: [OCmovesMe.com](http://OCmovesMe.com)

“Crowned “Miss Santa Ana” in 1962.”  
Eleanor Sisson  
• OCTA passenger since 2001  
• Volunteers at local church and hospital five days a week  
• Enjoys the clean and safe shuttles OCTA provides  
Get the full story at: [OCmovesMe.com](http://OCmovesMe.com)

“Proudly served in Iraq.”  
Peter Johnson  
• OCTA passenger since 2017  
• Works full time and attends college at night  
• OCTA is always on time and reliable  
Get the full story at: [OCmovesMe.com](http://OCmovesMe.com)

“Get the most out of life.”  
John Stevenson  
• OCTA passenger since 2011  
• Retired plumber and widower  
• OCTA allows me to get around town simply and safely  
Get the full story at: [OCmovesMe.com](http://OCmovesMe.com)

“My future looks bright!”  
Brenda Nguyen  
• Garden Grove resident since 2008  
• Works part time at UCI Medical Center & uses OCTA buses to attend local college at night  
• Is happily engaged with her boyfriend of three years  
Get the full story at: [OCmovesMe.com](http://OCmovesMe.com)

“Family is a gift that lasts forever.”  
Sergio Hernandez  
• Santa Ana resident since 1978  
• Retired after 26 years in law enforcement  
• Santa Ana is home to me  
Get the full story at: [OCmovesMe.com](http://OCmovesMe.com)

“This is my future, my life.”  
Theresa Gutierrez  
• Santa Ana resident since 2003  
• Works 60 hours per week  
• Is proud to be raising a future doctor  
Get the full story at: [OCmovesMe.com](http://OCmovesMe.com)

“Family is everything.”  
Isabel & Maria Garcia  
• Santa Ana residents since 2001  
• Own and manage their family restaurant  
• Our city has come a long way in a positive direction  
Get the full story at: [OCmovesMe.com](http://OCmovesMe.com)

“WIN THE CENTER OF IT ALL!”  
OC STREETCAR PROJECT



# BILLBOARDS



# BUS & BENCH BOARDS

