



"DIVERSITY OUTREACH SERVICES"
OCTA RFP No. 2-2457

RESPONSE TO RFP BY:



June 2, 2022

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Anaheim, California 92807-5114
(714) 974-5769

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La Verne, California 91750
(909) 392-1900

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1.1. Cover Letter

June 2, 2022

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

Attention: OCTA RFP No. 2-2457 "DIVERSITY OUTREACH SERVICES" Dear Ms.

Crowder:

Thank you for considering Daley Technology Systems (DTS) as you evaluate your request for proposals No. 2-2457, 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. Our diverse team offers 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
(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 diversity and 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 (diverse and multilingual) 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... In the Center of It All.**"

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... In the Center of It All."

Branding and Marketing Strategies

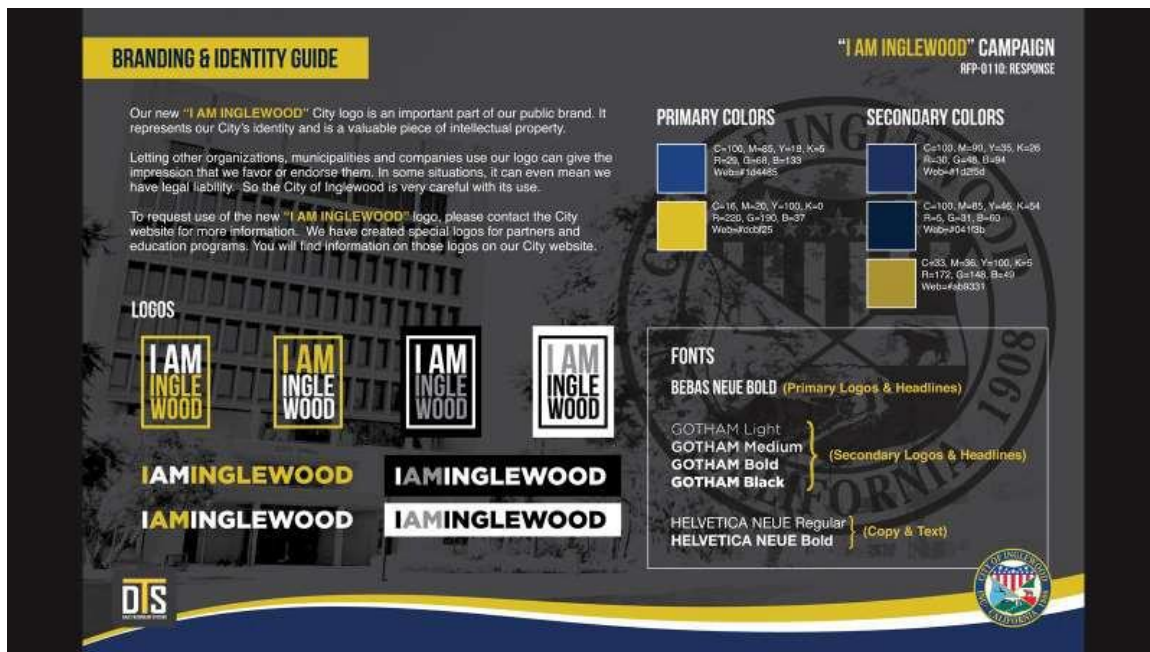
The DTS team collectively has decades of public, private, and nonprofit sector marketing and branding experience. We pride ourselves on knowing: 1) exactly how to perform the necessary requirements analysis by working with OCTA staff, businesses, residents, and other key stakeholders, 2) precisely how 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 (Multilingual) 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 – In the Center of it ALL" marketing and style guide, which will manage and control how all OCTA material and communications are presented and handled. This includes all official multilingual 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 contractors 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 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 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 game plan. By focusing on the relationships OCTA has with its diverse 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 cultural 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, ethnicities, 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 diverse community together. Be part of history.

2) Promote OC Streetcar to businesses (local, regional, and national)

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

3) Market exciting 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."

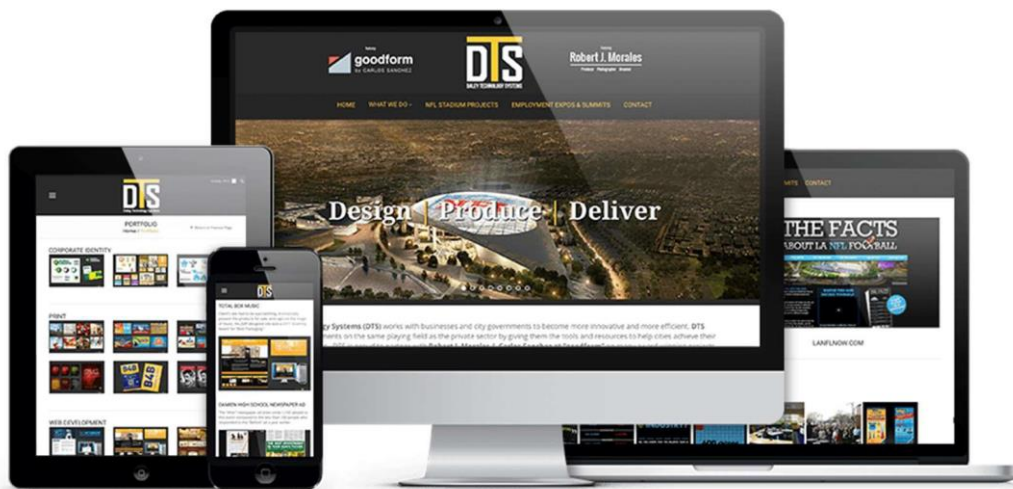
Our enthusiastic and committed team members will assist OCTA and proudly give life to the core values we genuinely believe in, including fairness and equality, integrity and character, excellence and innovation, professionalism and accountability, and strong morals and professional ethics. Together, 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"> • Interviews with OCTA Council, OCTA Administration, Residents, and Businesses • Community Stakeholder Meetings (e.g., Focus Groups) • Online Surveys 	\$95,000	12 months
2	Development of Competitive Identity and New Taglines	\$35,000	2 months
3	Brand Strategy	\$100,000	6 – 12 months
4	Marketing Strategy	\$120,000	6 – 24 months
	Total (range)	\$350,000	24 months


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

June 2, 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.

June 2, 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
Phone: (626) 290-1431
Contract Value: \$152,000



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
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
Phone: (213) 718-3383
Contract Value: \$275,000



Project Samples

Governmental Summit & Employment Expos



City of Industry – Football Stadium Campaign



Scouting BSA and Municipal Promotions

House Pricing West Covina, CA

Call for a report of 2013 home values, trends, and forecasts for the West Covina area. The report includes a detailed analysis of the local market and a forecast for the coming year.

THE RACIAL MAKEUP OF THE CITY

West Covina, CA is a diverse community with a mix of ethnicities and cultures. The city's demographics are reflected in its neighborhoods, each with its own unique character and history.

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

Help raise money for a good cause.

NEWSPAPER SUBSCRIPTION FUNDRAISING PROGRAM

Help raise money for a good cause. This program allows you to purchase newspaper subscriptions at a discount, with a portion of the proceeds going to the Boy Scouts of America.

YES! Please deliver my Sunday paper to me:

Pasadena Star-News Whittier Daily News
 IV Daily Bulletin San Gabriel Valley Tribune
 San Bernardino Sun Redlands Daily Facts

Name: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone: _____
E-Mail: _____
Customer Signature: _____
Date: _____

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 Baker LLC - two organizations that wholeheartedly support the BSA - to offer you and your family some amazing BSA ONLY Sunday NEWS!

As our thanks to you for raising enough money and committing to be involved in bringing us what is known as "our money" you will receive more than \$200 worth of discounts on some popular local retailers and on several Sunday only subscriptions to your local newspapers.

Discounts on participating retailers. These website discounts will be honored on online purchases 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 "5-star" card. For only a \$1.00 convenience fee to deliver to your BSA REWARDS kit, by redeeming this BSA Rewards kit you will also be helping your Council continue its outreach efforts throughout our 32 cities.

Watch for an email from your BSA Council, or log on to: www.HelpBSA.org

Have fun and enjoy!

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1 TICKET PER SCOUT

San Gabriel Valley Council BSA has partnered with Joe Baker and Joe Baker Company to offer our members and supporters some amazing BSA ONLY Sunday News! This program allows you to purchase newspaper subscriptions at a discount, with a portion of the proceeds going to the Boy Scouts of America.

Partners at participating locations:

- TRIBEUNE
- Pasadena Star-News
- Whittier Daily News
- IV Daily Bulletin
- San Gabriel Valley Tribune
- San Bernardino Sun
- Redlands Daily Facts

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THE CAT IN THE HAT

Get Your Slice of the Orange
www.CovinaOpportunity.com

COVINA Dining and entertainment destination for the east San Gabriel Valley

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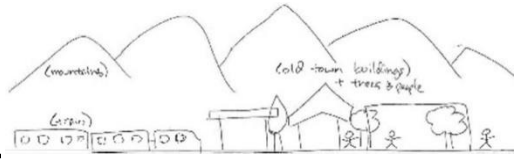
We've partnered with:
Pasadena Star-News
Whittier Daily News
IV Daily Bulletin
San Gabriel Valley Tribune
San Bernardino Sun

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

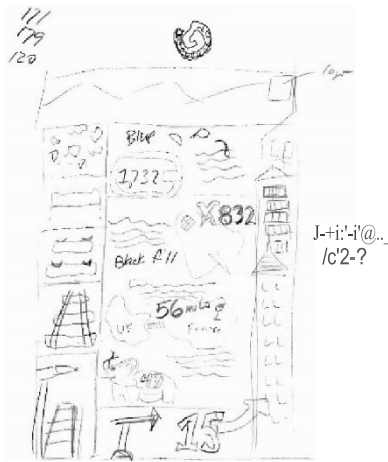
VisualLightBox.com

Foothill Gold Line - Public Infographic

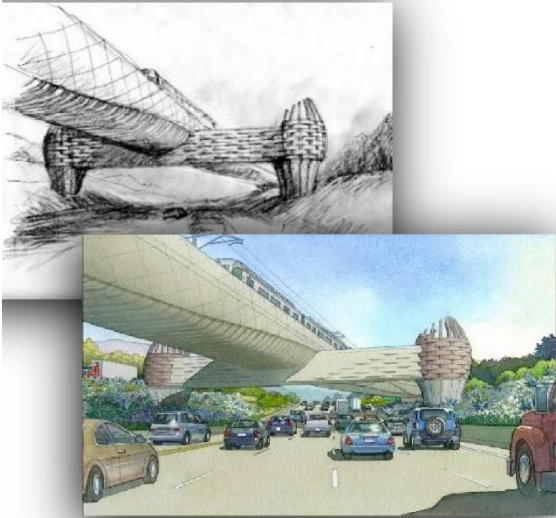
Step 1- Client Concept



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 FOOHILL GOLD LINE FROM PASADENA TO AZUSA WILL CELEBRATE A MAJOR MILESTONE AS THE PROJECT'S 28 MONTHS OF "GETTING THE TRACKS READY FOR INSTALLATION"

BALLAST

5,000,000 CU. FT.

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.

STEEL RAIL

56 MILES

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

FUN FACT: If you laid the central line in the Western Pacific system across the entire length of the light rail system, you would make it from Los Angeles to New York in 12 hours.

E-CLIPS

300,000 E-CLIPS

The clips are used to hold the rail securely to the concrete ties. It takes four clips to hold the two rails onto each concrete tie.

FUN FACT: At 1.2 pounds each, the total weight of all the e-clips used is 360,000 pounds, which is the weight of 47 African Bush Elephants.

OCS POLES

620 OCS POLES

The OCS (overhead contact system) poles deliver electricity across the overhead wires, which then deliver power to the light rail train's upper contact.

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

CONCRETE TRACK TIES

75,000 CONCRETE TRACK TIES

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

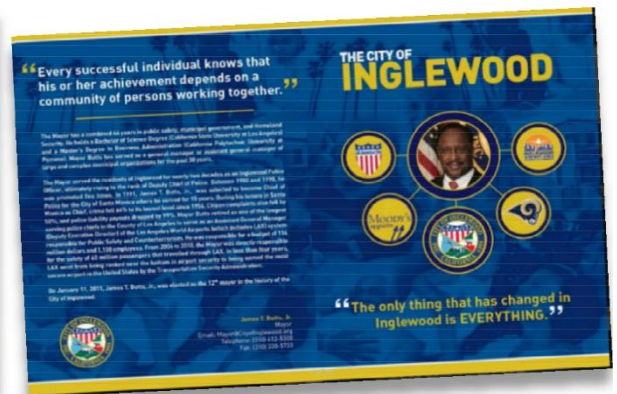
FUN FACT: The total weight of all the concrete track ties is more than 44.6 million pounds. It would have taken 833 of NASA's Space Shuttles to carry all of the ties.

Foothill Gold Line | www.foothillgoldline.org | (656) 314-1000 | @FoothillGoldLine

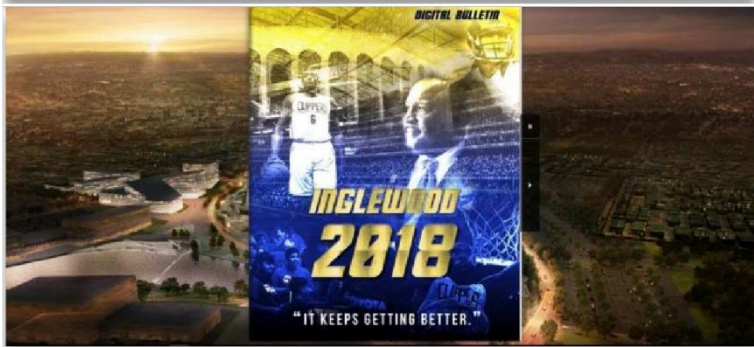
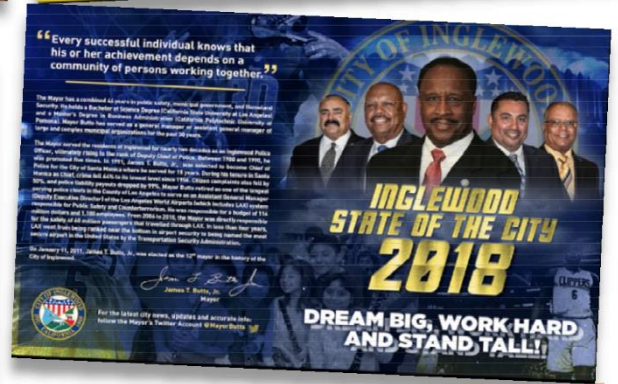
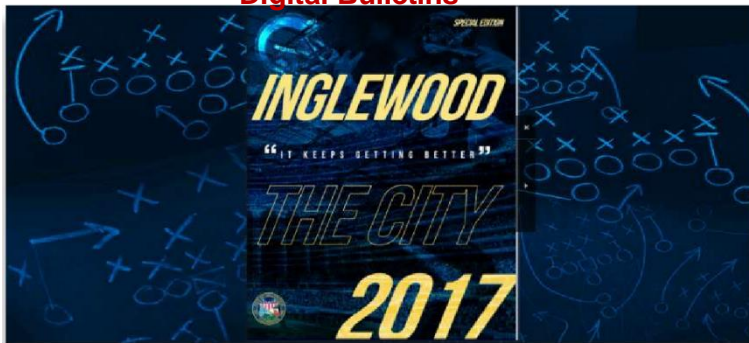
Step 4- Client Approval & Print

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.

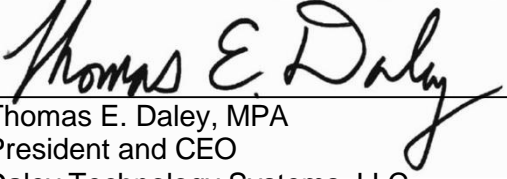
June 2, 2022

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. 2-2457.



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

June 2, 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.

June 2, 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.

June 2, 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
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
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
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.

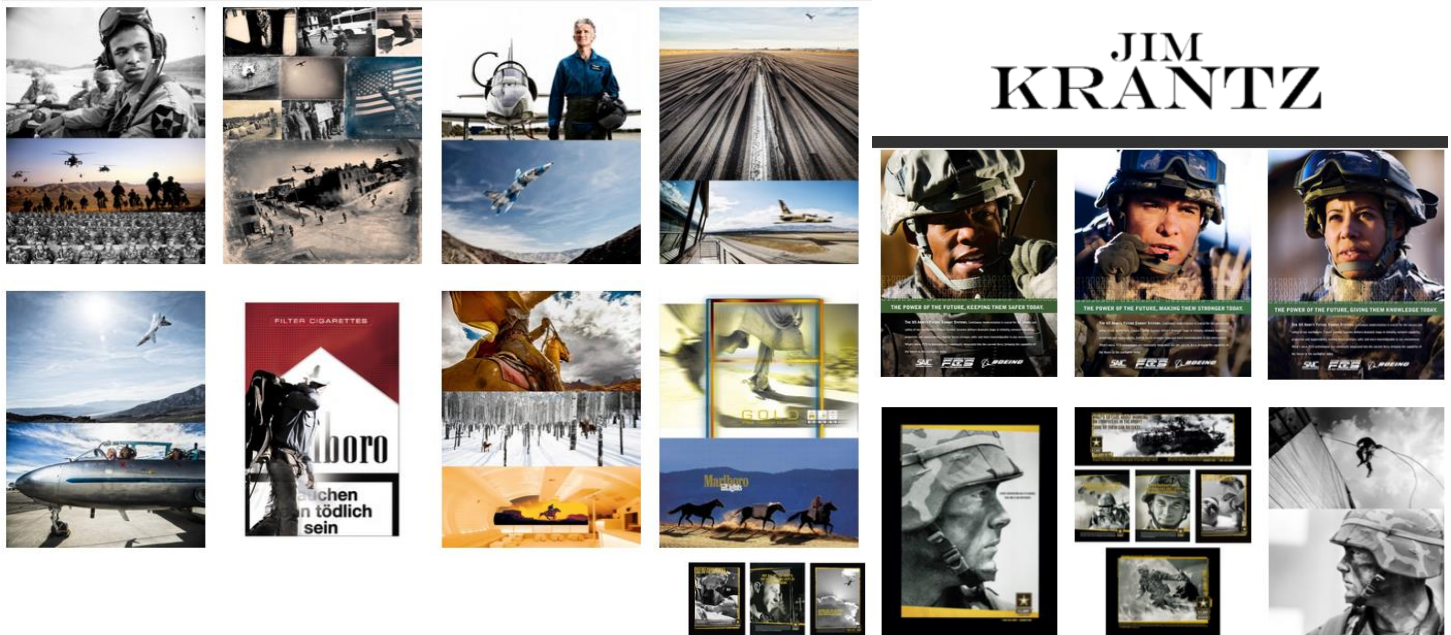
Ms. Quintero led community stakeholder efforts with community members at Central City Neighborhood Partners, working with the community "promotoras." She developed the Spanish messages for the Emmy Award Winning "Watch the Road" traffic safety program. She is currently working with stakeholders in the 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

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

Educational Background

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

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)

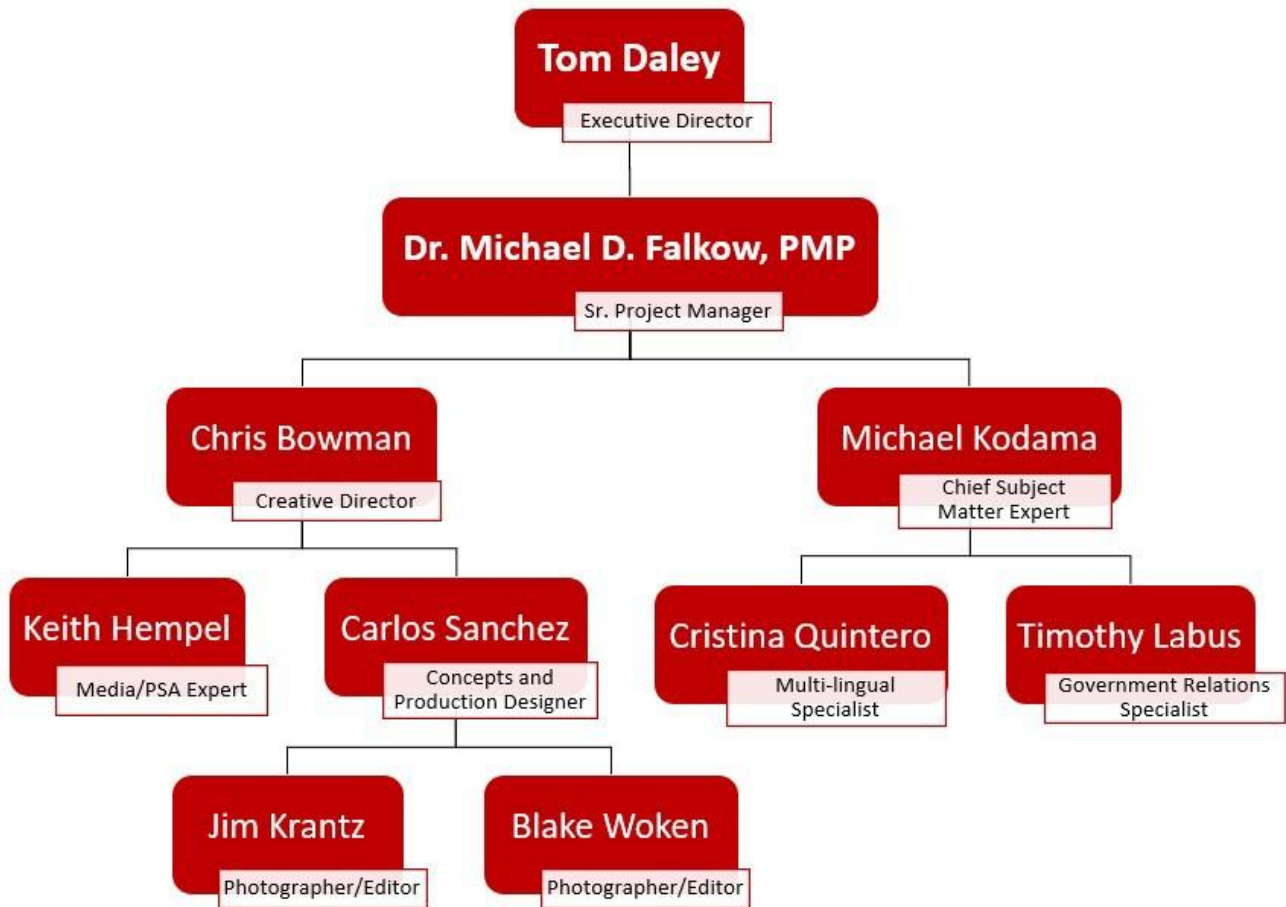
Speech & Theatre Arts / Radio & Television

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-2-2457**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 _____
6 **THIS AGREEMENT** is effective this _____ day of _____, 2022 ("Effective Date"),
7 by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184,
8 Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to as
9 "AUTHORITY"), and , , , (hereinafter referred to as "CONSULTANT").

10 **WITNESSETH:**

11 **WHEREAS**, AUTHORITY requires assistance from CONSULTANT to assist with the planning,
12 implementing and evaluation of a diversity outreach program for Orange County's diverse communities;
13 and

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

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

17 **WHEREAS**, CONSULTANT wishes to perform these services.

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

20 **ARTICLE 1. COMPLETE AGREEMENT**

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

26 /

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

8 **ARTICLE 2. AUTHORITY DESIGNEE**

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

11 **ARTICLE 3. SCOPE OF WORK**

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

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

18 **Names**

Functions

19
20
21
22 C. No person named in paragraph B of this Article, or his/her successor approved by
23 AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or
24 level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should
25 the services of any key person become no longer available to CONSULTANT, the resume and
26 qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as

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

5 **ARTICLE 4. TERM OF AGREEMENT**

6 A. This Agreement shall commence upon execution by both parties, and shall continue in full
7 force and effect through August 31, 2024 (Initial Term), unless earlier terminated or extended as provided
8 in this Agreement.

9 B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement up to an
10 additional twelve (12) months, commencing September 1, 2024, and continuing through August 31, 2025
11 (Option Term), and thereupon require CONSULTANT to continue to provide services, and otherwise
12 perform, in accordance with Exhibit A, entitled "Scope of Work," and at the rates set forth in Article 5,
13 "Payment."

14 C. AUTHORITY's election to extend the Agreement beyond the Initial Term shall not diminish
15 its right to terminate the Agreement for AUTHORITY's convenience or CONSULTANT's default as
16 provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period
17 extending through August 31, 2025, which period encompasses the Initial Term and Option Term.

18 **ARTICLE 5. PAYMENT**

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

22 A. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to
23 the work actually completed by CONSULTANT. Drive time may not be charged to AUTHORITY. Work
24 completed shall be documented in a monthly progress report prepared by CONSULTANT, which shall
25 accompany each invoice submitted by CONSULTANT. Invoice shall not include any CONSULTANT
26 expenses not approved by AUTHORITY including but not limited to reimbursement for local meals.

EXHIBIT C

1 AUTHORITY shall pay CONSULTANT at the rates specified in Exhibit B, entitled "Price Summary Sheet,"
2 which is attached to and by this reference, incorporated in and made a part of this Agreement. These
3 rates shall remain fixed for the term of this Agreement and are acknowledged to include CONSULTANT's
4 overhead costs, general costs, administrative costs and profit. CONSULTANT shall also furnish such
5 other information as may be requested by AUTHORITY to substantiate the validity of an invoice. At its
6 sole discretion, AUTHORITY may decline to make full payment until such time as CONSULTANT has
7 documented to AUTHORITY's satisfaction that CONSULTANT has fully completed all work required.
8 AUTHORITY's payment in full shall constitute AUTHORITY's final acceptance of CONSULTANT's work.

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

- 15 1. Agreement No. C-2-2457;
- 16 2. Specify the effort for which the payment is being requested;
- 17 3. The time period covered by the invoice;
- 18 4. Labor (staff name, hours charged, hourly billing rate, current charges, and
19 cumulative charges) performed during the billing period;
- 20 5. Total monthly invoice (including project-to-date cumulative invoice amount);
- 21 6. Itemized expenses including support documentation incurred during the billing
22 period;
- 23 7. Monthly Progress Report;
- 24 8. Certification signed by the CONSULTANT or his/her designated alternate that a)
25 The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup
26 information included with the invoice is true, complete and correct in all material respects; c) All payments

1 due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to
2 subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The
3 invoice does not include any amount which CONSULTANT intends to withhold or retain from a
4 subcontractor or supplier unless so identified on the invoice.

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

7 **ARTICLE 6. MAXIMUM OBLIGATION**

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

13 **ARTICLE 7. NOTICES**

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

18 To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

19
20
21
22
23 ATTENTION:

ATTENTION: Iris Deneau

24 Title:

Title: Senior Contract Administrator

25 Phone:

Phone: (714) 560 - 5786

26 Email:

Email: ideneau@octa.net

1 **ARTICLE 8. INDEPENDENT CONTRACTOR**

2 A. CONSULTANT's relationship to AUTHORITY in the performance of this Agreement is that of
3 an independent contractor. CONSULTANT's personnel performing services under this Agreement shall
4 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 9. 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, Personal and Bodily Injury Liability, and
19 Property Damage with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate and
20 \$2,000,000 Products/Completed Operations aggregate;

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

23 3. Workers' Compensation with limits as required by the State of California including
24 a 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
10 Agreement No. C-2-2457 and, the Senior Contract Administrator's Name, Iris Deneau.

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

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

17 **ARTICLE 10. ORDER OF PRECEDENCE**

18 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:
19 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 2-2457;
20 (3) CONSULTANT's proposal dated _____; (4) all other documents, if any, cited
21 herein or incorporated by reference.

22 **ARTICLE 11. CHANGES**

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

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

5 **ARTICLE 12. DISPUTES**

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

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

17 **ARTICLE 13. TERMINATION**

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

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

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

7 **ARTICLE 14. INDEMNIFICATION**

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

14 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

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

26 /

1 Subcontractor Name/Addresses

Subcontractor Functions

2
3
4 **ARTICLE 16. AUDIT AND INSPECTION OF RECORDS**

5 CONSULTANT shall provide AUTHORITY, or other agents of AUTHORITY, such access to
6 CONSULTANT's accounting books, records, payroll documents and facilities, as AUTHORITY deems
7 necessary. CONSULTANT shall maintain such books, records, data and documents in accordance
8 with generally accepted accounting principles and shall clearly identify and make such items readily
9 accessible to such parties during CONSULTANT's performance hereunder and for a period of four (4)
10 years from the date of final payment by AUTHORITY. AUTHORITY's right to audit books and records
11 directly related to this Agreement shall also extend to all first-tier subcontractors identified in 0 of this
12 Agreement. CONSULTANT shall permit any of the foregoing parties to reproduce documents by any
13 means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

14 **ARTICLE 17. CONFLICT OF INTEREST**

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

23 **ARTICLE 18. CODE OF CONDUCT**

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

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

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

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

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

10 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

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

18 **ARTICLE 22. PROHIBITED INTERESTS**

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

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

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

1 shall be retained by AUTHORITY.

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

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

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

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

1 upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination
2 with other material not provided by CONSULTANT when such use in combination infringes upon an
3 existing U.S. letters patent or copyright.

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

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

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

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

1 negotiated for all preliminary data.

2 **ARTICLE 26. FORCE MAJEURE**

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

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

11 CONSULTANT shall comply with all the requirements set forth in Exhibit __, Level 1 Safety
12 Specifications.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-2-2457 to be executed as of the date of the last signature below. 3

CONSULTANT

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

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



1.16. Exhibit D: Status of Past and Present Contracts

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 D: Status of Past and Present Contracts, which follows, in accordance with RFP No. 2-2457


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

June 2, 2022
Date

STATUS OF PAST AND PRESENT CONTRACTS FORM

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

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

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

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

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

Thomas Daley

 Name
 President & CEO

 Title

Thomas E Daley


 Signature
 6/2/22

 Date



1.17. Exhibit E: Campaign Contribution Disclosure Form

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 E: Campaign Contribution Disclosure Form, which follows, in accordance with RFP No. 2-2457



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

June 2, 2022

Date

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: 2-2457 RFP Title: OC Streetcar Diversity Outreach Services

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: 6/2/22

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



1.18. Exhibit F: Safety Specifications

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 F: Safety Specifications, which follows, in accordance with RFP No. 2-2457


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

June 2, 2022
Date

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements; each Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be applied for the safeguard of public and employees.

1.2 REGULATORY

- A. Injury/Illness Prevention Program
The Contractor shall comply with CCR Title 8, Section with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier

contractors, suppliers, and vendors. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

B. Substance Abuse Prevention Program

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

C. Heat Illness Prevention Program

Contractor shall comply with CCR Title 8, Section, Section 3395, Heat Illness Prevention. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

D. Hazard Communication Program

Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable chemical products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

a. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

E. Storm Water Pollution Prevention Plan

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

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:

1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
3. Incidents impacting the environment, i.e. spills or releases on Authority projects or property.
4. Outside Agency Inspections; agencies such as Cal/OSHA, DTSC, SCAQMD, State Water Resources Control Board, FTA, CPUC, EPA, USACE and similar agencies.

- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work. An immediate verbal notice followed by an initial written incident investigation report shall be submitted to the Authority's Project Manager within 24 hours of the incident.
- C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos of the incident area, detailed description of what happened, Photos of the existing conditions and area of the injury/incident, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury, copy of Cal/OSHA 300 log of work related injuries and illnesses, the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.
- D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.
1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty- four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
 2. Serious Incident: includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.
 3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.

4. Significant Near Miss Incident; includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

- A. Upon contract award, the contractor within 10 business days shall designate a health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.
- B. This person shall be a competent or qualified individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards (Cal/OSHA) and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.

1.5 PERSONAL PROTECTIVE EQUIPMENT

- A. The Contractor, its subcontractors, suppliers, and employees are required to comply with applicable personal protective equipment (PPE) requirements while performing work at any Authority project or property. Generally minimum PPE requirements include eye protection; hearing protection, head protection, class 2 or 3 safety reflective vests, and appropriate footwear.
- B. The Contractor, its subcontractors, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects or property. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.


1.6 REFERENCES

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

END OF SECTION

1.19. Exhibit G: Proposal Exceptions and/or Deviations

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 G: Proposal Exceptions and/or Deviations, which follows, in accordance with RFP No. 2-2457



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

June 2, 2022
Date

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 2nd day of June, 2022

By Thomas E Daley
(Signature of authorized official)

President and CEO
(Title of authorized official)

X 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

<p>1. Type of Federal Action:</p> <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	<p>2. Status of Federal Action:</p> <input type="checkbox"/> a. bid/offer application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<p>3. Report Type:</p> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material changes
<p>4. Name and Address of Reporting Entity:</p> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> Congressional District, if known:
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> CFDA number, if applicable: _____	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> \$ _____	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)</p>		<p>b. Individuals Performing Services (including address if different from No 10a) (last name, first name, MI):</p>
(attach Continuation Sheet(s) SF - LLL - A if necessary)		
<p>11. Amount of Payment (check all that apply):</p> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<p>13. Type of Payment (check all that apply):</p> <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: _____	
<p>12. Forum of Payment (check all that apply):</p> <input type="checkbox"/> a. cash b. <input type="checkbox"/> in-kind; specify _____ nature: _____ value: _____		
<p>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:</p> (attach Continuation Sheet(s) SF-LLL-A if necessary)		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>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.</p>		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 _____

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.: 2-2457 RFP Title: "DIVERSITY OUTREACH SERVICES"

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:

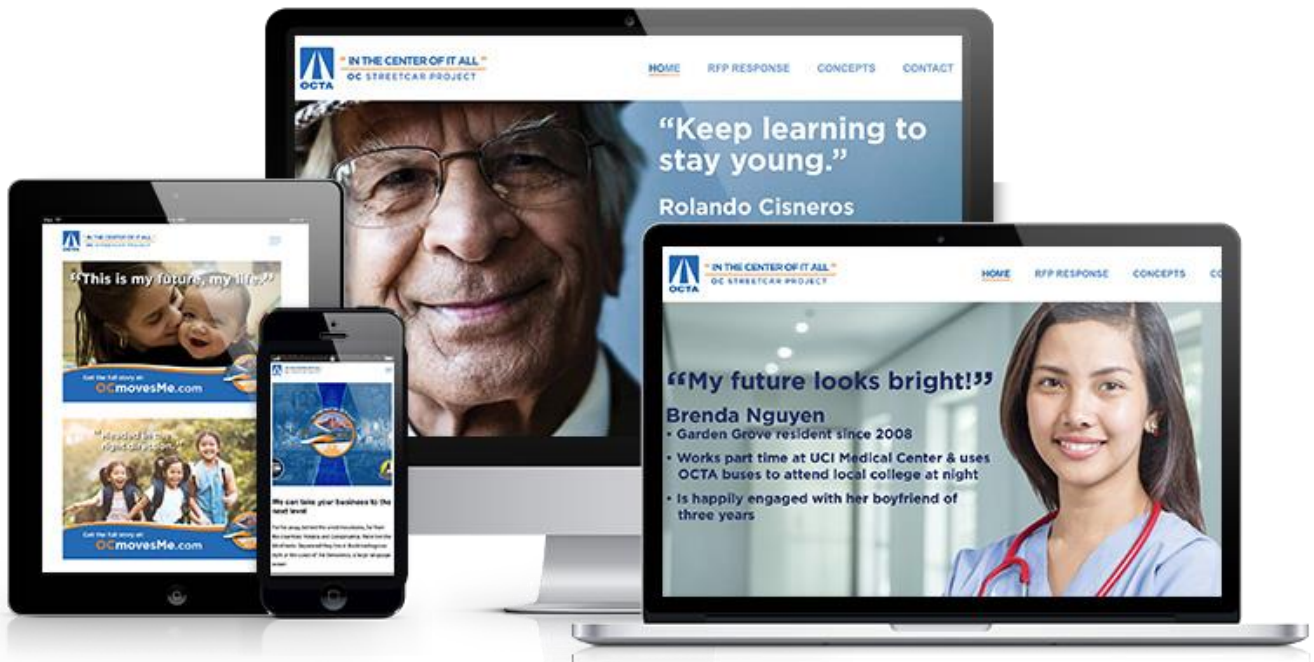


1.20. OCTA Campaign Concepts

OC STREETCAR DIVERSITY OUTREACH SERVICES



WEBSITE: www.OCmovesMe.com





TAGLINE SERIES

"My future looks bright."
Get the full story at: OCmovesMe.com

"Headed in the right direction."
Get the full story at: OCmovesMe.com

"Family is everything."
Get the full story at: OCmovesMe.com

Friendship & loyalty is everything.
Get the full story at: OCmovesMe.com

"Family is a gift that lasts forever."
Get the full story at: OCmovesMe.com

"This is my future, my life."
Get the full story at: 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

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

"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

"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

"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

"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

"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

"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

"IN THE CENTER OF IT ALL!"

OC STREETCAR PROJECT

BILLBOARDS - MULTICULTURAL



BUS & BENCH BOARDS





1.21. Additional "Diversity" Documents from Michael Kodama

Teaching Social Justice Through Soccer and Sports

By **Jim Riggio**

-
August 15, 2020



(Photo by Ross A Benson)

By Michael Kodama

Growing up in sports provided me with an opportunity to learn about people. I started playing baseball when I was 9 years old and within a year was also playing soccer. I grew up idolizing Jackie Robinson (loved the Dodgers) and Lou Gehrig (the son of German immigrants who was a great soccer player who became a famous baseball player) and idolized other professional athletes. As I became involved coaching soccer and then baseball, the focus was always on building the team and working together regardless of color. Life should be like the game when color does not matter. It never occurred to me that we should be any different. However, racism and racial slurs did occur on and off the field. At Burroughs High School, it was an issue that we had to deal with and it was not pleasant. Yet – there was no way I would let anyone disrespect our boys as we competed at the high school level. At the



same time, I wanted to make sure our teams also respected their opponents and stayed away from racism and racial slurs. It does not belong in sports...it does not belong anywhere.

These are challenging times. Across the country, we have been dealing with COVID-19 and now nation and worldwide protests against racial inequality. In sports, the 11 professional teams in the Los Angeles area have come together to form a partnership called "The Alliance." It is a five-year commitment to increase sport programs for young people in communities of color. The goal is to create positive changes and promote social justice. The Alliance is working with the LA 84 Foundation and the Play Equity Fund in an effort to help change inequality in the system. Still – this issue is bigger. What does this mean to our youth and how does this apply to our high schools? How does it apply to high school soccer? How can this be applied everywhere, across all of our high schools?



Burroughs played in a 2019 summer game against a team from Colombia. (Photo by Ross A Benson)

Sports can play an important role in social justice. We can go back in our history and see how Jackie Robinson integrated baseball. We can look at how much we learn in sports, learning to be part of a team with diverse backgrounds. We can also look at sports to see how far we still need to go. In 1987, Al Campanis of the Dodgers interview on Nightline cost him his job and made people really look at racial issues and stereotypes. During the 2017 World Series, the Houston Astros not only cheated in a sign stealing scandal, but also showed we have a long way to go regarding racial issues as a member of the Houston Astros team, Yuli Gurriel, making racist gestures and mouthing a racial epithet towards Yu Darvish of the Dodgers on international and national television. In 2019, the Astros again were in trouble as Assistant General Manager Brandon Taubman was fired for targeting a female sports reporter with inappropriate sexist remarks. Is this



sexism? Racism? Ignorance? or both? Is this systemic or an isolated incident? Unfortunately, this type of behavior makes it way down to high school and the youth leagues.

While we are not perfect, we must be aware and try our best to eliminate racism and discrimination while supporting and educating our student athletes. At the high school, we faced situations with abusive fans and players using a variety of racial gestures and slurs that are not suitable for publication. There are too many high school athletes who behave like Yuli Gurriel. Some of the comments coming out of the stands from their parents and fans are an embarrassment and I am sure – influence the behavior of high school students. At the youth level, I saw this happen as young as six years old. Definitely, an issue with parents when their six-year-old son is making racist remarks on a soccer field.

Where do we start? Begin with the high school athletic code. High school student athletic codes identify the rights and responsibilities of participating students. This means showing proper respect to coaches, officials, opponents, captains, teachers, and administrators, observing school rules and regulations and team rules. A few years ago, some of my players used examples of negative behavior from high level and very prominent elected officials and asked if they could say these racist and sexist remarks and play for us. I told them that this type of behavior was unacceptable and that this person would not play for me as a member of this high school soccer team.



(Photo by Ross A Benson)

I think we can start with our own personal beliefs. I really like a recent statement by former UCLA Bruin and Los Angeles Laker Kareem Abdul Jabbar who said to “make a friend who does not look like you. And then make another friend.” For me as a coach, I want my players to feel comfortable and to know that I, the coaching staff and all of their teammates have their back on this issue. We want our players to love and



respect the game, battle and work for each other as a family and feel that color does not matter on our team. It is all about giving maximum effort – even more than playing time. It is about each student athlete using their gift to help the team. During a season, we go through a lot and learn about each other. We develop a common goal and work together as a team to break down barriers. We see this happen every year on our team. It is more than soccer. I think we can all be proactive and take steps to rectify a wrong.

One of the best experiences that I had involved a ride home from a tournament. One of the parents invited the entire team to a Korean BBQ in Koreatown. As we were driving, the boys in my car all called home to tell their parents. What was amazing was that each took turns to call home – in Portuguese, Spanish, Korean and Armenian. They were so excited to hear each other speak a different language and talked about it not only on the way home but also at practice. It became part of the team as they acknowledged, respected, and celebrated culture, differences and commonalities. The students shared stories about their backgrounds even though their primary language at home may not be English. The team recognized that many of their parents were immigrants and it became an important part of our team as they bonded together, learned about each other and their backgrounds, creating a close-knit team that worked and played together on and off the field. Making friends on the soccer team enhanced performance on the field and resulted in friendships that still exist today.

In high school soccer, we struggle with racism and it requires coaches to remain vigilant and yet be understanding. In the heat of the moment it can be very ugly. I have seen teams fall apart because of this. I have seen some terrible situations involving racism that screams for someone to show leadership, understanding and compassion. Sometimes it is readily apparent and other times it is covert. It can be systemic, symbolic or involve use of negative stereotypes. It can be done on purpose with malice or it can be inadvertent and require a dialogue or education. It can involve one or both schools.

Soccer is a world sport and recent actions demonstrates that social justice is important at all levels. Many people do not know that breaking down these barriers is happening now. Only recently did France integrate its team with stars like Zinedine Zidane resulting in a World Cup victory in 1998. In Ecuador, Yugoslavian Coach Dusan Draskovic and then Colombian Coach Francisco Maturana insisted on an integrated Ecuadorian national team that resulted in Ecuador finally making its first World Cup appearance in 2001. Germany recognized equity as an issue and under the leadership of Jurgen



Klinsmann in 2006 embraced a new "Die Mannschaft" national team that included sons of immigrants from many countries. Even now, shameful incidents involving racist chants from fans at soccer stadiums in Italy and in Eastern Europe still need to be addressed. We need to work together and do our part to eliminate systematic racism in soccer.



(Photo by Ross A Benson)

Here at the local level, we still need to address cultural sensitivity while having zero tolerance for racism on the field and yes – in the stands – which is often even worse than on the soccer field. For example, in a game at Hart High School, their coaches took immediate action to address an issue that showed their level of commitment to zero tolerance for racism that was widely appreciated by our entire team. Throughout my years in high school soccer, I have worked with other coaches who feel the same way and come down hard on any racist behavior. We get help from referees who act as our eyes and ears on the field and often act as our first line of defense towards this type of behavior. We too at Burroughs have had to address and educate our players and parents regarding social justice and work to eliminate racism towards individuals and other schools. While this is never a pleasant experience, it should not be tolerated and must be addressed immediately on the field and after the game to be an effective learning tool that we hope results in positive moral, ethical and social justice changes. There is no easy answer and it does not happen overnight. It takes time to make this part of your team's culture. This often involves not only the student athlete and coaching staff, but parents, fans, other students, referees, faculty, staff and administrators as well.

We have come a long way yet have a long way to go. If we look at the current movement and protests around the country and world, I feel that by working vigorously for freedom and justice for Blacks, by extension, we are advocating for all people. Take a moment to listen to Martin Luther King and his "I have a dream" speech. While we may not recognize or feel this in our community, for far too long some communities have disproportionately



endured violence or been victims of social injustice. This is an important life lesson for everyone in sports. It is more than our student athletes. Just think if you had a camera on you while watching a game – is this the type of behavior that you want to show to everyone? Are you an example for your son and others? If not – seriously think about changing your behavior. I often have a difficult time watching some youth and high school soccer games with other parents and fans. While people may have a different view, my perspective is that this is about equal opportunity for everyone and most of all taking care of our student athletes.

I hope the concept of social justice, equity and fairness stays with our students and that they apply these life lessons that they learned in high school soccer for the rest of their lives. I hope other schools and soccer coaches place the same emphasis on this issue as they lead their own programs. I am happy to say that almost all of my colleagues in the Pacific League and in other schools believe in equity, social justice and fair play even more than winning one soccer game. Throughout my years in soccer, I learned a lot. I learned working in a variety of communities and continue to learn today, striving to be better. I hope we all strive to be better at this.

Michael Kodama was the boys soccer coach at John Burroughs High School for over 30 years. He has been involved with soccer at the high school, club and recreational levels. He is a member of the United Soccer Coaches Association and was a Board Member of the Southern California High School Soccer Coaches Association. Professionally, he has taught at USC, Cal Poly Pomona, University of California and at UCLA. He is an Urban Planner who has worked with a number of communities throughout Southern California and the United States.



**Anti-Racism
Asian Pacific Islander Coaches Community
May, 2022**

Written by: Michael Kodama

Asian and Pacific Islander heritage soccer personnel and our allies, have formed the API Coaches Community. We have grown from five members on January 14, 2021 to approximately fifty in late-March 2021, and we are in the process of personally reaching out directly to another 200 members. We wish to work with heritage and ally members for the greater good of awareness, understanding and empowerment to support the overall missions of *United Soccer Coaches*.

There are resources to learn about the history of the AAPI community, ways to educate people about the issues in terms of the roots of racism to present day activism, how to deal with and respond to racism, understanding the model minority myth, several aspects of the AAPI culture, and so much more. Like others, we want to build on our love of the game and all of its people. Thus, we have identified the need for the AAPI soccer community to have a space to gather, connect, share and bond.

The AAPI community participates in the world's most beautiful game. In the United States, Tiffany Roberts, Lorrie and Ronnie Fair, and Brian Ching are examples of successful AAPI soccer players. At the international level, Shinji Okazaki was a starter for Leicester City when they won the English Premier League. Son Heung-min is a star with Tottenham Hot Spurs. The Chinese and Japanese women's soccer teams have competed at the highest levels of the World Cup, with the Japanese women's soccer team winning the World Cup in 2011. We want to build upon the success of the *United Soccer Coaches* ability to represent a diverse group of coaches who want to give back to the game and help us all be the best coach/person that we can be.

We are committed to being a champion of diversity, awareness, and belonging at every level and involvement of the game. **We are united against racism in all its forms.** Along with other members of the United Soccer Coaches Association, we understand that anti-racism is much bigger than the game of soccer. It is our duty to provide the knowledge that can benefit all people, coaches, and beyond, become better allies to fight for justice in soccer.

It is our responsibility to be united and fight racism, many of which occur in public spaces and occur on the field or in the stands. This includes, but is not limited to:

- Physical assault
- Verbal abuse
- Hate incidents
- Reducing and eliminating deliberate avoidance and shunning
- Being coughed at or spat on,
- Denied service



We must work together to prevent civil rights violations such as workplace discrimination, refusal of service, being barred from transportation, housing-related discrimination and discrimination related to our love of the game of soccer.

As members of the United Soccer Coaches Association, we can help create healthy discussions about race, have an open dialogue and really listen in order to reduce racism in our game and in our communities. We can help to be leaders during traumatic events and build a better workplace as well as be sensitive to the needs of our players and community.

United Soccer Coaches is committed to fostering diversity by offering a welcoming and supportive environment for all our members, leadership, and other constituents. We must provide a learning and working environment that takes responsibility and advocates for equality every single day.

Together, we need to recognize that our diversity enriches the membership experience, improves the practice and profession of coaching, expands learning opportunities, enhances creativity and professional growth in the coaching community. It impacts our players and the soccer community. We are committed to attracting and developing qualified persons of diverse backgrounds to participate and lead in our organization. The learning experiences with United Soccer Coaches provides exposure to diverse cultures, human characteristics, and ways of thinking.

United Soccer Coaches and the members of the API Coaches Community acknowledges the need to remove barriers to the recruitment, retention and advancement of talented members, leadership and other constituents from historically underrepresented populations. United Soccer Coaches fosters diversity in our staff and advocates for all of our members by welcoming their participation in our programs, by embracing diversity and inclusion training, and by remaining mindful of diversity and inclusion in the formulation of policy and in the decision-making process.

As a United Soccer Coaches and member of the API Coaches Community, NOW is always the time to do more – to Listen, Learn, Act & Unite!