



**“PUBLIC OUTREACH FOR THE  
ENVIRONMENTAL PHASE OF THE  
INTERSTATE 5 EL TORO ROAD  
INTERCHANGE PROJECT”  
OCTA RFP No. 2-2891**

**RESPONSE TO RFP BY:**



**December 7, 2022**

990 South Purdue Circle  
Anaheim, California 92807-5114  
(714) 875-1875

1618 Yeager Avenue  
La Verne, California 91750  
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# Table of Contents

<b>1.1. Cover Letter</b>	<b>4</b>
<b>1.2. Project Summary and Vendor Qualifications</b>	<b>5</b>
Background and Project Description	6
Intended Work to be Accomplished	7
Connecting to Your Audience: The Interstate 5 Interchange Project	7
Branding and Marketing Strategies	8
Primary Objectives Based Upon Scope of Service	10
<b>1.3. DTS Methodology</b>	<b>11</b>
Ongoing Communication/Strategy Sessions	11
Strategic Approach "How We Are Different"	12
Target Audiences	13
Goals & Objectives	13
Why DTS is Interested in this Account	14
About DTS	16
<b>1.4. Excluded or Subcontracted Services</b>	<b>18</b>
<b>1.5. List of Public Sector Projects &amp; Contacts</b>	<b>19</b>
Employment Expos & Jobs Fairs: LA, San Bernardino, & Orange Counties	19
Waterman Gardens (Public Housing Project): San Bernardino County	20
Boy Scouts of America: Greater Los Angeles Area Council	22
Project Samples	23
Governmental Summit & Employment Expos	23
Inglewood - NFL Football and City Branding	27
<b>1.6. Lobbying/Advocating Services and Conflicts of Interest</b>	<b>28</b>
<b>1.7. Certification of Proposal Submission</b>	<b>29</b>
<b>1.8. Certification of Proposer Qualifications</b>	<b>30</b>
<b>1.9. Permits and Licenses</b>	<b>31</b>
<b>1.10. Company Background Information and References</b>	<b>32</b>
Overview of the Firm	32
The Philosophy Behind Our Magic	32
Creativity and Business Acumen	33
Capabilities and Services Relevant to OCTA	33
Interactive and Social Media Communications	33
Graphic Design	34
Marketing Communications and Branding	34
Strategic Planning	34



Public Relations and Issues Management .....	34
Public Sector / Non-Profit Clients .....	35
Positive Client Relationships .....	35
References .....	35
<b>1.11. Key Project Personnel .....</b>	<b>36</b>
Our Team .....	36
Tom Daley, President and CEO—Executive Director .....	36
Dr. Michael D. Falkow, PMP, Senior Project Manager .....	37
Chris Bowman, Creative and Social Media Director .....	39
Carlos Sanchez, Concepts and Production Designer .....	39
The "DTS NETWORK" .....	39
Timothy M. Labus, Governmental Relations Specialist .....	39
Jim Krantz and Blake Woken, Photographers/Editors .....	41
<b>1.12. Key Personnel Résumés &amp; Project Organization Chart.....</b>	<b>42</b>
Project Organizational Chart.....	54
<b>1.13. Exhibit C: Proposed Agreement .....</b>	<b>55</b>
<b>1.14. Exhibit D: Status of Past and Present Contracts .....</b>	<b>71</b>
<b>1.15. Exhibit E: Campaign Contribution Disclosure Form.....</b>	<b>30</b>
<b>1.16. Exhibit F: Safety Specifications .....</b>	<b>35</b>
<b>1.17. Exhibit G: Proposal Exceptions and/or Deviations .....</b>	<b>43</b>
<b>1.18. OCTA Campaign Concepts .....</b>	<b>45</b>



December 7, 2022

## 1.1. Cover Letter

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

Attention: OCTA RFP No. 2-2891 for "PUBLIC OUTREACH—INTERSTATE 5 INTERCHANGE PROJECT"

Dear Ms. Crowder:

Thank you for considering Daley Technology Systems (DTS) as you evaluate your request for proposals No. 2-2891, including all 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 "qualified consultants to develop and implement a comprehensive public outreach program for the environmental phase of the Interstate 5 El Toro Road interchange project." 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 Public Outreach Services.

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,

A handwritten signature in black ink that reads "Thomas E. Daley". The signature is written in a cursive, flowing style.

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



## 1.2. Project Summary and Vendor Qualifications

### Understanding of OCTA

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

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

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

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



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

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

## **Background and Project Description**

The Interstate 5 (I-5)/El Toro Road Interchange Project (Project) is part of Project D in the Measure M2 (M2) freeway program. In the Next 10 Delivery Plan, adopted by the OCTA Board of Directors in December 2021, the project is listed as one of the M2 freeway projects to be environmentally cleared by 2030 and shelf ready for future funding and advancement. Caltrans approved the project study report for the Project in early 2015.

The Project will improve traffic flows and ease congestion within the interchange, accommodate an expected increase in regional traffic, and improve access to and from the I-5 freeway. Proposed improvements at the El Toro Road interchange include improving El Toro Road and other local roads, modifying entrance and exit ramps, and modifying or replacing bridge structures.

Project environmental phase work began in May 2017 with the draft environmental document (DED) circulated for public review and comments from April to May 2019. There was no consensus among the cities of Laguna Hills, Laguna Woods, and Lake Forest (cities) on a preferred alternative following public review of the two build alternatives presented in the DED.

As a result, the Caltrans environmental phase work was paused, and OCTA initiated discussions with the cities and Caltrans to discuss proposed alternatives, other options, and next steps. In September 2020, OCTA began to look at potential additional alternatives in coordination with the cities and Caltrans. Seven additional alternatives were identified and evaluated. In March 2022, OCTA, cities staff and Caltrans reached a consensus on two new alternatives to move forward to the environmental phase.

As part of the restarted environmental phase, the California Environmental Quality Act (CEQA) environmental document will be revised from an Initial Study/Mitigated Negative Declaration to an Environmental Impact Report in part to address the cities' comments received during the DED public comment period, as well as other project considerations.

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

OCTA needs a consultant firm to develop and implement a public outreach program during the Project's environmental phase. The purpose of the public outreach program is to inform and engage the public in the environmental phase. In general, the public outreach program will notify and inform target audiences of the project purpose and need potential build alternatives, and potential benefits and impacts. The program must identify any key issues and/or opportunities with each alternative, encourage public comment and public meeting attendance, and create understanding and confidence as the Project advances. A project manager from the OCTA Capital Projects Outreach team will direct the consultant and be the main point of contact. Consultant must have proven command of public outreach principles, strategies, tactics, and technologies that produce outstanding public communications, widespread public awareness, and public participation – including from diverse and disadvantaged communities – in the environmental phase.

### **Connecting to Your Audience: The Interstate 5 Interchange Project**

The DTS team has a personal stake in working with OCTA and the surrounding residents



and new businesses specifically among the cities of Laguna Hills, Laguna Woods, and Lake Forest, 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. 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!

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.

### **Branding and Marketing Strategies**

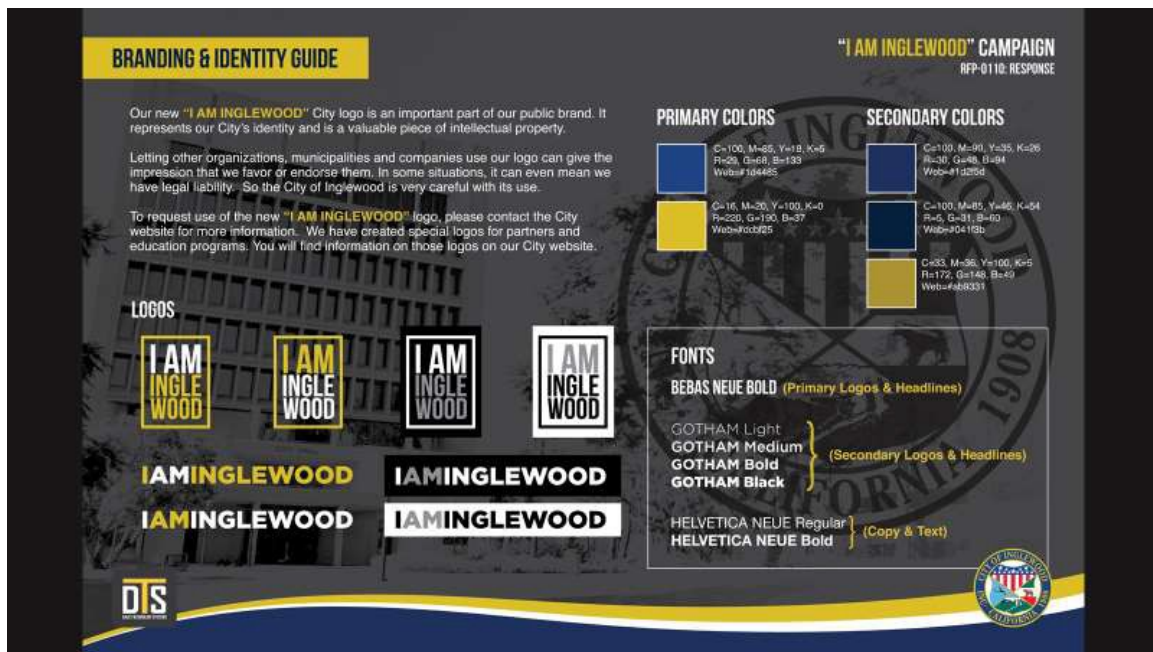
The DTS team collectively has decades of public, private, and nonprofit sector marketing and branding experience. We pride ourselves on knowing: 1) exactly how to perform the necessary requirements analysis by working with OCTA staff, businesses, residents, and other key stakeholders, 2) precisely how 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 "Interstate 5 Interchange Project" 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 to deliver excellent, effective, and engaging communication to all impacted areas, including difficult-to-reach communities, in an equitable and inclusive manner both online and offline.

### **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 "Interstate 5 Interchange Project" 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 OCTA's positive image and promote "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 Interstate 5 Interchange project is "your" transportation solution.
- The Interstate 5 Interchange project... This brings our diverse community together. Be part of history.

## **2) Promote OCTA 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






DTS samples of previous "safety" concepts and campaigns



## 1.4. Excluded or Subcontracted Services

The following services are not included in the DTS fee schedule 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.

December 7, 2022  
Date



## 1.5. List of Public Sector Projects & Contacts

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

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

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

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

#### Donald Lindgren

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



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

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

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

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

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



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



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

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

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

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





## Project Samples

### Governmental Summit & Employment Expos

The Office of Supervisor Hilda Solis presents:  
**2017 LA VETERANS RESOURCE EXPO**  
**JOB, HEALTH & RESOURCES**  
• Employment • Health • Dental • Vision • Legal  
• Housing • Education • Service Claims  
Veterans, Reservist, Guard, Active Duty,  
Military Families & Community\*  
\*Veterans: Proof of Military Service Needed

We Support Our Vets & Families! **THURSDAY, JULY 13TH** Open and Free to the Public  
**9 A.M. TO 4 P.M.**

Pomona Fairplex Bldg. 9  
1101 W. McKinley Ave., Pomona, CA 91768  
**FREE Admission and Parking at Gate 9**

For more info: [www.LAVetExpo.com](http://www.LAVetExpo.com)

Sponsors: ROSS, University of Phoenix, etc.  
Partners: Citrus College, Goodwill Southern California, FAIRPLEX, DOR, etc.



Supervisor Hilda L. Solis presents  
**LA VETERANS RESOURCE EXPO**  
We Support Our Veterans and Families!

**2018 - 2nd Annual: SAVE THE DATE!**  
Friday, July 13, 2018  
Sponsor, Exhibitor & Attendee Registration begins May 8.  
Stay tuned for more info...

US VETERAN STATISTICS  
18,496,937 1,054,325 2,312,117 2,867,025



LET'S GET TO WORK!  
LOS ANGELES METRO AREA  
18,700 New Jobs  
12,000 Construction Jobs  
6,700 Full-Time Jobs

SOLD OUT!

THANK YOU!

**Holiday Hiring Spree**  
WEDNESDAY OCTOBER 1st, 2014  
10 JOBS PLACED (SINCE JULY 2008)

LAjobsNow.com



**City of Industry – Football Stadium Campaign**



# THE FACTS ABOUT LA NFL FOOTBALL

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

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

## SIZE MATTERS IN FOOTBALL

Where would you rather tailgate with your family and friends?

FARMERS FIELD 15 ACRES

LOS ANGELES FOOTBALL STADIUM 600 ACRES

**600 Acres**

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

## THE FACTS ABOUT LA NFL FOOTBALL

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

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

**STAY TUNED...**

**LANFLNOW.COM**

## THE FACTS ABOUT LA NFL FOOTBALL

THE FACTS | GET INVOLVED | IN THE NEWS | ABOUT US | CONTACT US

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

## THE FACTS ABOUT LA NFL FOOTBALL

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## THE FACTS ABOUT LA NFL FOOTBALL

THE FACTS ABOUT LA NFL FOOTBALL

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

**"SUBSTANCE OVER HYPE"**

LANFLFOOTBALL.COM

REGENCY



## Scouting BSA and Municipal Promotions

### House Pricing West Covina, CA

Call or e-mail at 626-962-1111, ext. 1111. We'll help you find the right house for your budget. The program is available to all homebuyers. There is no charge for this service.

**THE RACIAL MAKEUP OF THE CITY IS:**

- 62% White
- 23% Hispanic
- 10% Asian
- 3% Black
- 2% Other

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 the performing arts, sports, and other community projects. Each Scout family can receive a \$5 commission for every newspaper subscription they purchase through the program.

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

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: \_\_\_\_\_

## Covina

CENTER FOR THE PERFORMING ARTS

THE CAT IN THE HAT

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

### SAN GABRIEL VALLEY COUNCIL, BSA

## 100 YEARS OF SCOUTING

Dear Valued San Gabriel Valley Council Scout Family,

In this our 100th year of operation, we are pleased 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 DISCOUNTS!

As our thanks to you for coming through without us continuously to bringing us what is known as "our" group you create more than \$250 worth of discounts at some popular local retailers and an overall Sunday only subscription to your local newspaper.

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

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

and more...

For your convenience, we have packaged all these discounts in the form of one "S-coupon". Pay only a \$1.00 convenience fee to download your BSA REWARDS S-coupon. By redeeming this BSA Rewards S-coupon 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](http://www.HelpBSA.org)

Have fun and enjoy!

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

Ticket ID: 11550-0800-000

Member: Joe Baker  
Address: 11550-0800-000  
Date: 08/01/2011

San Gabriel Valley Council BSA has partnered with Joe Baker and Joe Baker Company to offer our members and supporters some amazing BSA ONLY discounts. These participating retailers, including 32 local Scout Family subscription sites and 100+ other local retailers, are offering members of our membership some amazing BSA ONLY discounts. This is a limited time offer. The amount of discounts is limited to the amount of the BSA ONLY discount. The amount of discounts is limited to the amount of the BSA ONLY discount. The amount of discounts is limited to the amount of the BSA ONLY discount.

Partners at participating locations:

- TRIBEUNE
- PASADENA STAR-NEWS
- WHITTIER DAILY NEWS
- DAILY BULLETIN
- THE SUN

1 TICKET PER SCOUT

## COVINA

Dining and entertainment destination for the east San Gabriel Valley

## fundraising for a cause.

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

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

Red & idsoOa lF aS

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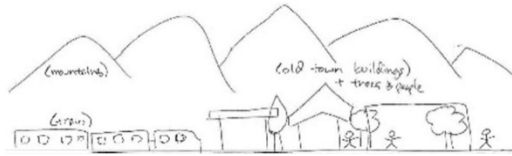
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VisualLightBox.com



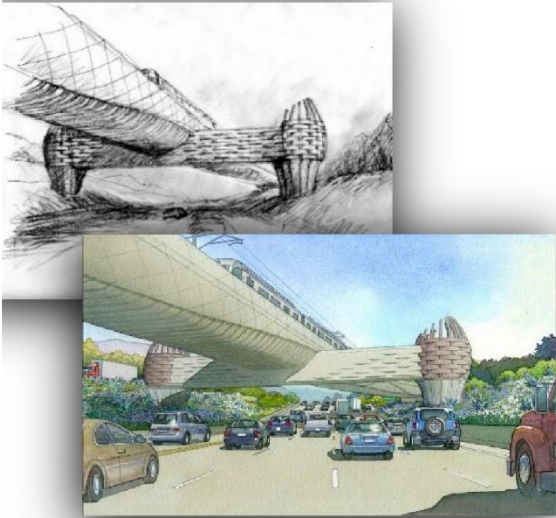
## Foothill Gold Line - Public Infographic

### 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

OCTOBER 18, 2014, THE FOOHILL GOLD LINE RAIL PASADENA III AZUSA WILL CO. BRATI AL NQ.3 MILESTONW-4-i THE PROJECTS 28 MIIS OF 1GH" RAI TRAQ, wa ee FUUY INSTAIBO

### 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.

**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.

### STEEL RAIL

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

**FUN FACT:** If you laid out the steel rail from Los Angeles to Paris, you would have enough to make 8 French croissants for every person in the world. And all 7 are 95 inches or so remaining.

**E-CLIPS**

**300,000 E-CLIPS**  
The clips are used to hold the rail securely to the concrete ties. It takes four e-clips to secure the two rails onto each concrete tie.

**FUN FACT:** At 1.25 pounds each, the total weight of all the e-clips used is 375,000 pounds, weighing more than 47 African Bush Elephants.

### OCS POLES

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

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

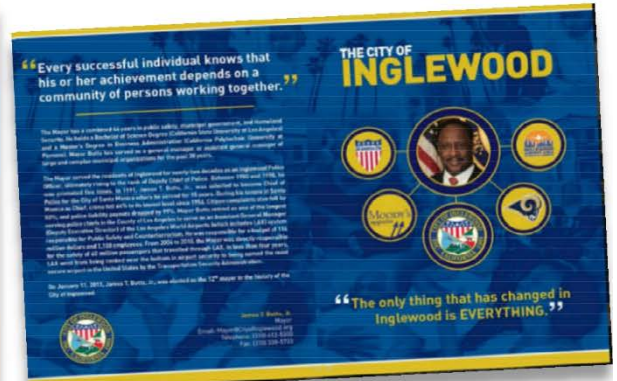
**Foothill Gold Line** | [www.foothillgoldline.org](http://www.foothillgoldline.org) (866-314-1010) | [Facebook](#) | [Twitter](#)

### Step 4- Client Approval & Print

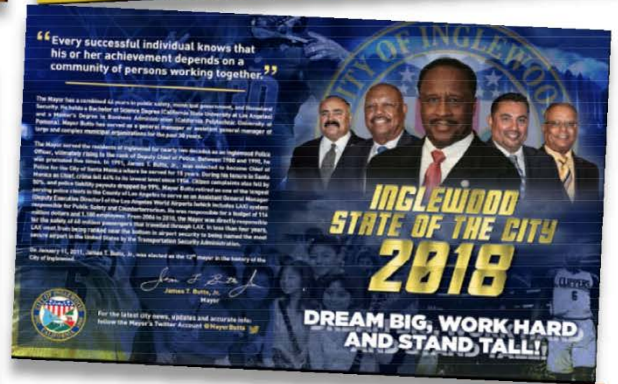
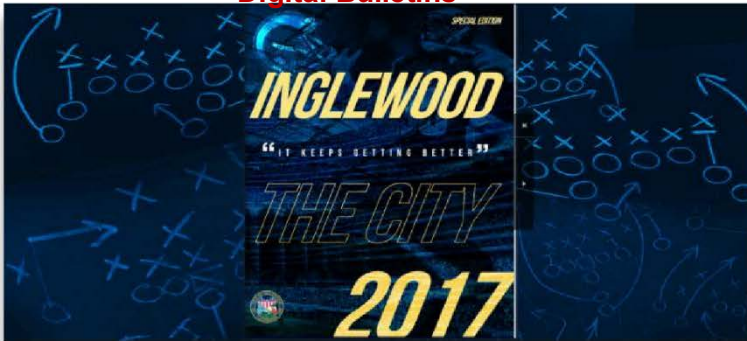


**Inglewood - NFL Football and City Branding  
Strategic Football War Room**

**2016 SOTC Program**



**Digital Bulletins**



**2018 Inglewood Football Newspaper "Tear" Spread**





## **1.6. 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.

December 7, 2022


Date





## 1.7. 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. 2-2891.

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

December 7, 2022  
Date



## 1.8. 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.

December 7, 2022  
Date



## 1.9. 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, reading "Thomas E. Daley", is written over a light gray rectangular background. The signature is cursive and extends below the baseline of the text.

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

December 7, 2022

Date



## **1.10. 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**

### **Interactive and Social Media Communications**

- Campaign messaging using social media platforms & website integration and development
- E-newsletters, branding videos and database marketing
- Smart mobile marketing
- Social networks & analytics
- Online messaging and marketing
- Multimedia content creation
- Social media optimization

### 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
- Development of strategic communications/public relations plans
- Community relations
- Competitive analyses
- Strategic positioning

### Strategic Planning

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

### Public Relations and Issues Management

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



DTS samples of previous "safety" concepts and campaigns



DTS samples of previous "safety" concepts and campaigns



## Public Sector / Non-Profit Clients

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

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

## Positive Client Relationships

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

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

## References

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



## **1.11. 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 and Social Media 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 social media & 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.

### **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.

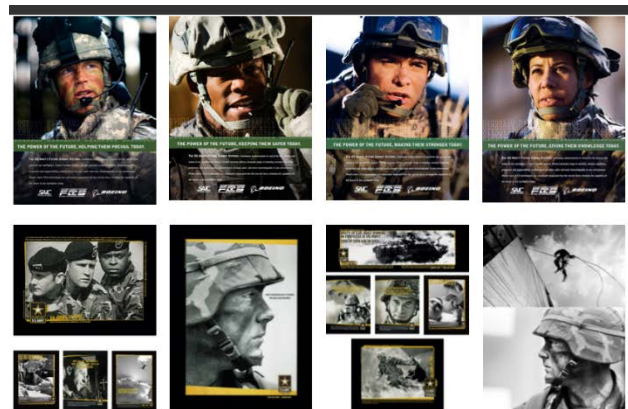
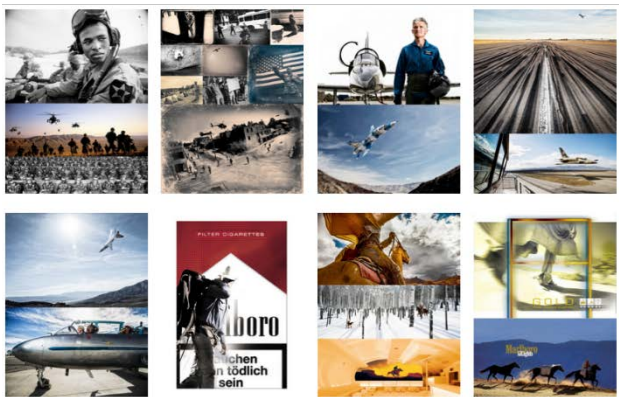


### Jim Krantz and Blake Woken, Photographers/Editors

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.

## JIM KRANTZ





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



# Thomas E. Daley, MPA

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

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

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

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

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

## **Professional Experience**

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

## **Educational Background**

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

# Dr. Michael D. Falkow, PMP

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

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

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

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

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

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

## **Education**

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**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**

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**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.**

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

- 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.



## **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 standalone 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.

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*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)**

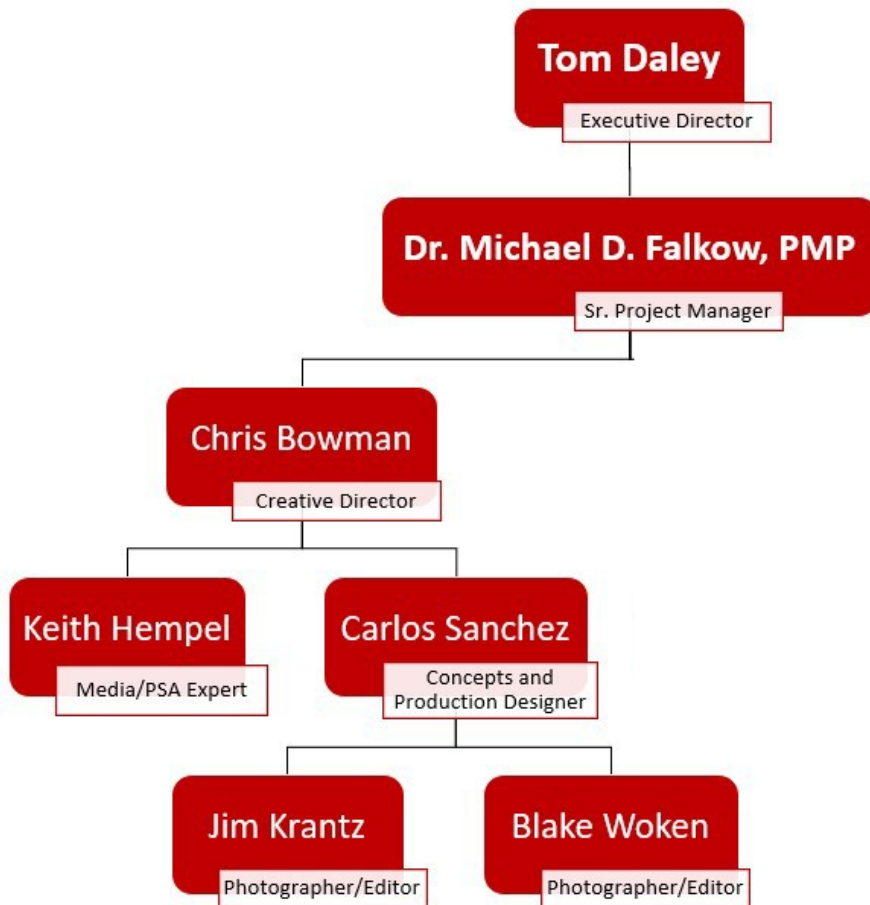
Speech & Theatre Arts / Radio & Television

## TECHNOLOGY & TRAINING

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

Customer Relationship Management (CRM)

## Project Organizational Chart







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



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

7 **ARTICLE 2. AUTHORITY DESIGNEE**

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

10 **ARTICLE 3. SCOPE OF WORK**

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

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

17 **Names** **Functions**

18  
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 April 30, 2026 (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 twenty-four (24) months, commencing May 1, 2026, and continuing through  
11 April 30, 2028 (Option Term), and thereupon require CONSULTANT to continue to provide  
12 services, and otherwise perform, in accordance with Exhibit A, entitled "Scope of Work," and at the rates  
13 set forth in Article 5, Payment.

14 C. AUTHORITY's election to extend the Agreement beyond the Initial Term shall not  
15 diminish its right to terminate the Agreement for AUTHORITY's convenience or CONSULTANT's default  
16 as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period  
17 extending through April 30, 2028, 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 B. 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. AUTHORITY shall pay CONSULTANT at the  
26 hourly labor rates specified in Exhibit B, entitled "Price Summary Sheet," which is attached to and by this

## EXHIBIT C

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

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

- 14 1. Agreement No. C-2-2891;
- 15 2. Specify the effort for which the payment is being requested;
- 16 3. The time period covered by the invoice;
- 17 4. Labor (staff name, hours charged, hourly billing rate, current charges, and  
18 cumulative charges) performed during the billing period;
- 19 5. Total monthly invoice (including project-to-date cumulative invoice amount);
- 20 6. Itemized expenses including support documentation incurred during the billing  
21 period;
- 22 7. Monthly Progress Report;
- 23 8. Certification signed by the CONSULTANT or his/her designated alternate that a)  
24 The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup  
25 information included with the invoice is true, complete and correct in all material respects; c) All payments  
26 due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to



1 subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The  
2 invoice does not include any amount which CONSULTANT intends to withhold or retain from a  
3 subcontractor or supplier unless so identified on the invoice.

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

6 **ARTICLE 6. MAXIMUM OBLIGATION**

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

12 **ARTICLE 7. NOTICES**

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

17 To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, California 92863-1584

22 ATTENTION:

ATTENTION: Yvette Crowder

23 Title:

Title: Senior Contract Administrator

24 Phone:

Phone: (714) 560 - 5616

25 Email:

Email: ycrowder@octa.net

26 /

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

9 C. CONSULTANT shall include on the face of the certificate of insurance the  
10 Agreement No. C-2-2891 and, the Senior Contract Administrator's Name, Yvette Crowder.

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

18 **ARTICLE 10. ORDER OF PRECEDENCE**

19 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:  
20 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 2-2891;  
21 (3) CONSULTANT's proposal dated \_\_\_\_\_; and (4) all other documents, if any, cited herein  
22 or incorporated by reference.

23 **ARTICLE 11. CHANGES**

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

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

6 **ARTICLE 12. DISPUTES**

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

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

18 **ARTICLE 13. TERMINATION**

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

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

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

8 **ARTICLE 14. INDEMNIFICATION**

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

15 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

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



Subcontractor Name/Addresses

Subcontractor Function

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

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

**ARTICLE 17. CONFLICT OF INTEREST**

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

**ARTICLE 18. CODE OF CONDUCT**

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

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

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

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

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

**ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

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

**ARTICLE 22. PROHIBITED INTERESTS**

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

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

A. The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made for CONSULTANT's records but shall not be furnished to others without written authorization from 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. LIMITATION ON GOVERNMENTAL DECISIONS**

11 CONSULTANT shall not make, participate in making, or use its position to influence any  
12 governmental decisions as defined by the Political Reform Act, Government Code section 81000 et seq.,  
13 and the implementing regulations in Title 2 of the California Code of Regulations section 18110 et seq.  
14 CONSULTANT's personnel performing services under this Agreement shall not authorize or direct any  
15 actions, votes, appoint any person, obligate, or commit AUTHORITY to any course of action or enter into  
16 any contractual agreement on behalf of AUTHORITY. In addition, CONSULTANT's personnel shall not  
17 provide information, an opinion, or a recommendation for the purpose of affecting a decision without  
18 significant intervening substantive review by AUTHORITY personnel, counsel, and management.

19 **ARTICLE 28. HEALTH AND SAFETY REQUIREMENT**

20 CONSULTANT shall comply with all the requirements set forth in Exhibit \_\_, Level 2 Safety  
21 Specifications.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-2-2891 to be executed as of the date of the last signature below.

**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



## 1.14. 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. 2-2891.

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

December 7, 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.

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

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

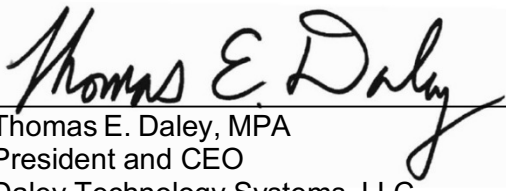
Thomas E. Daley  
 \_\_\_\_\_  
 Name  
 President & CEO  
 \_\_\_\_\_  
 Title

*Thomas E Daley*  
 \_\_\_\_\_  
 Signature  
 12/07/22  
 \_\_\_\_\_  
 Date



## 1.15. 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. 2-2891.

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

December 7, 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: 2-2891

RFP Title: Public Outreach-Interstate 5 Interchange Project

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:

- |   |                              |                             |
|---|------------------------------|-----------------------------|
| <input type="checkbox"/> The Prime Contractor   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| <input type="checkbox"/> Subconsultant  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| <input type="checkbox"/> Agent/Lobbyist hired by Prime to represent the Prime in this RFP | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

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: 12/07/22

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**

**Mark A. Murphy, Chairman**

**Gene Hernandez, Vice Chairman**

**Lisa A. Bartlett, Director**

**Doug Chaffee, Director**

**Barbara Delgleize, Director**

**Andrew Do, Director**

**Katrina Foley, Director**

**Brian Goodell, Director**

**Patrick Harper, Director**

**Michael Hennessey, Director**

**Steve Jones, Director**

**Fred Jung, Director**

**Joseph Muller, Director**

**Tam Nguyen, Director**


**Vicente Sarmiento, Director**

**Donald P. Wagner, Director**



## 1.16. 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. 2-2891.

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

December 7, 2022  
Date

## **LEVEL 2 STANDARD HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS**

### **GENERAL**

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

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

#### **C. INJURY AND ILLNESS PREVENTION PROGRAM**

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

#### **D. SUBSTANCE ABUSE PREVENTION PROGRAM**

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

#### **E. HAZARD COMMUNICATION PROGRAM**

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



**F. STORM WATER POLLUTION PREVENTION PLAN**

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

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

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

#### H. SCOPE PLANNING

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

#### I. ORIENTATION

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

#### J. TRAFFIC & PARKING

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

#### K. GENERAL PROVISIONS

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

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

## 1.2 ENVIRONMENTAL REQUIREMENTS

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

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

### 1.3 INCIDENT NOTIFICATION AND INVESTIGATION

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

seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.

1.  Serious Injury : includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
2.  Serious Incident : includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.
3.  OSHA Recordable Injury / Illness : includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.
4.  Significant Near Miss Incident : includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

#### 1.4 PERSONAL PROTECTIVE EQUIPMENT

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

#### 1.5 LANGUAGE REQUIREMENTS

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

**1.6 WARNING SIGNS AND DEVICES**

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

**1.7 REFERENCES**

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

**END OF SECTION**





## 1.17. 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. 2-2891.

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

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

December 7, 2022  
Date

**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.: 2-2891 RFP Title: PUBLIC OUTREACH—INTERSTATE 5 INTERCHANGE PROJECT

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:

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Rationale for Requesting Deviation or Exception:

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Area Below Reserved for Authority Use Only:

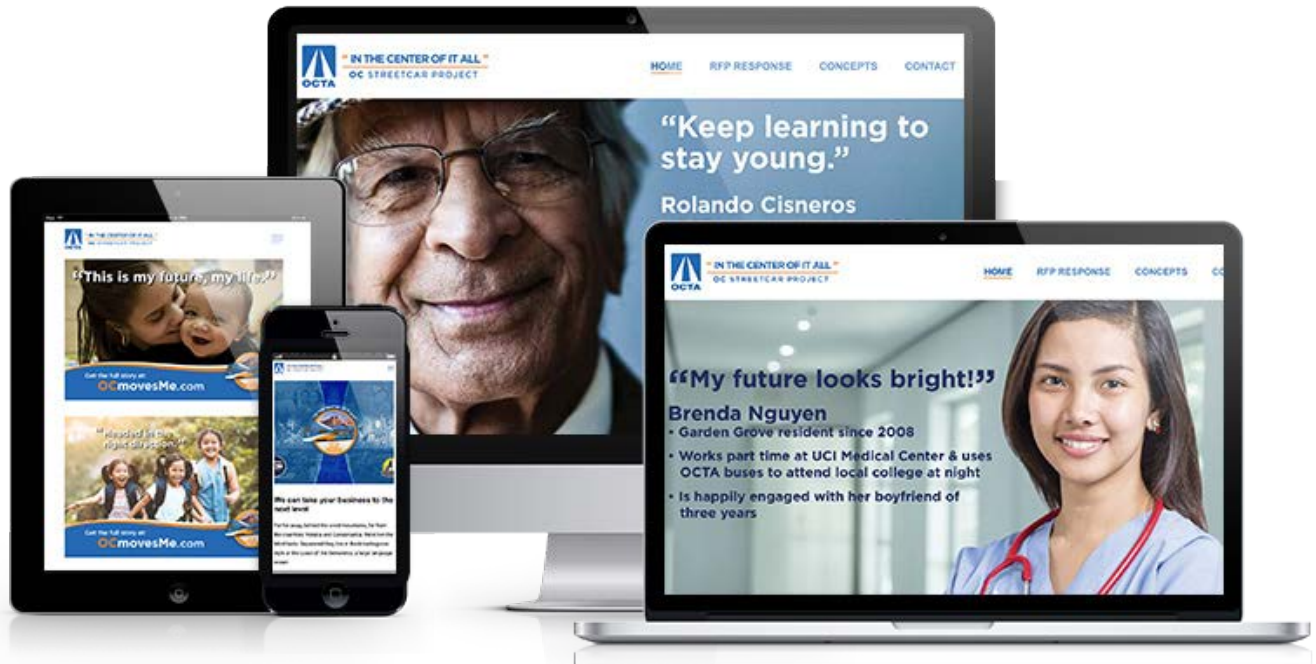



# OC STREETCAR DIVERSITY OUTREACH SERVICES

## 1.18. OCTA Campaign Concepts



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







## TAGLINE SERIES

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

“Headed in the right direction.”  
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“Family is everything.”  
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“This is my future, my life.”  
Get the full story at: [OCmovesMe.com](http://OCmovesMe.com)

## STORY SERIES

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

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

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

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

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

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

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

“Family is everything.”  
Isabel & Maria Garcia  
• Santa Ana residents since 2001  
• Own and manage their family restaurant  
• Our city has come a long way in a positive direction  
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## BILLBOARDS - MULTICULTURAL



## BUS & BENCH BOARDS

