



Revised

BOARD AGENDA

Board Members

Mark A. Murphy, Chairman
Gene Hernandez, Vice Chairman
Lisa A. Bartlett
Doug Chaffee
Barbara Delgleize
Andrew Do
Katrina Foley
Brian Goodell
Patrick Harper
Michael Hennessey
Steve Jones
Fred Jung
Joseph Muller
Tam Nguyen
Vicente Sarmiento
Donald P. Wagner
Ryan Chamberlain

Orange County Transportation Authority
Board Room
550 South Main Street
Orange, California
Monday, September 26, 2022 at 9:00 a.m.

Teleconference Location:

THE PLAZA Hotel
Business Center
119 Sogong-ro,
Jung-gu, Seoul, Korea 04525

Any person with a disability who requires a modification or accommodation in order to participate in this meeting should contact the Orange County Transportation Authority (OCTA) Clerk of the Board's office at (714) 560-5676, no less than two business days prior to this meeting to enable OCTA to make reasonable arrangements to assure accessibility to this meeting.

Agenda Descriptions

Agenda descriptions are intended to give members of the public a general summary of items of business to be transacted or discussed. The posting of the recommended actions does not indicate what action will be taken. The Committee may take any action which it deems to be appropriate on the agenda item and is not limited in any way by the notice of the recommended action.



BOARD AGENDA

Public Availability of Agenda Materials

All documents relative to the items referenced in this agenda are available for public inspection at www.octa.net or through the Clerk of the Board's office at the OCTA Headquarters, 600 South Main Street, Orange, California.

Meeting Access and Public Comments on Agenda Items

Members of the public can either attend in-person (subject to OCTA's Coronavirus (COVID-19) safety protocols) or listen to live audio streaming of the Board and Committee meetings by clicking the below link:

<https://www.octa.net/About-OCTA/Who-We-Are/Board-of-Directors/Live-and-Archived-Audio/>

Members of the public may address the Board of Directors regarding any item in two ways:

In-Person Comment

Members of the public may attend in-person (subject to OCTA's COVID-19 safety protocols) and address the Board regarding any item. Members of the public will be required to complete a COVID-19 symptom and temperature screening.

Please complete a speaker's card and submit it to the Clerk of the Board (or notify the Clerk of the Board the item number on which you wish to speak). Speakers will be recognized by the Chairman at the time the agenda item is to be considered. A speaker's comments shall be limited to three minutes.

Written Comment

Written public comments may also be submitted by emailing them to ClerkOffice@octa.net, and must be sent by **5:00 p.m. the day prior to the meeting**. If you wish to comment on a specific agenda item, please identify the item number in your email. All public comments that are timely received will be part of the public record and distributed to the Board. Public comments will be made available to the public upon request.



BOARD AGENDA**Call to Order****Invocation**

Director Goodell

Pledge of Allegiance

Director Harper

Special Calendar**Orange County Transportation Authority Special Calendar Matters****1. Presentation of Resolutions of Appreciation for Employees of the Month for September 2022**

Present Orange County Transportation Authority Resolutions of Appreciation Nos. 2022-072, 2022-073, and 2022-074 to Kimberly Roberson, Coach Operator; Rudy Lopez, Maintenance; and Sara Grishkewich, Administration, as Employees of the Month for September 2022.

Consent Calendar (Items 2 through 12)

All matters on the Consent Calendar are to be approved in one motion unless a Board Member or a member of the public requests separate action on a specific item.

Orange County Transportation Authority Consent Calendar Matters**2. Approval of Minutes****Recommendation**

Approve the Orange County Transportation Authority and affiliated agencies' regular meeting minutes of September 12, 2022.



BOARD AGENDA

3. Non-Revenue Vehicle Purchases and Assignment, Internal Audit Report No. 22-512

Serena Ng/Janet Sutter

Overview

The Internal Audit Department of the Orange County Transportation Authority has completed an audit of non-revenue vehicle and accessory purchases and assignment. Based on the audit, purchases complied with most policies and procedures; however, recommendations have been made to improve controls related to invoice review, ensure motor pool vehicle reservations comply with all policy requirements, and ensure documentation is obtained to verify pricing when utilizing state contracts.

Recommendation

Direct staff to implement three recommendations provided in Non-Revenue Vehicle Purchases and Assignment, Internal Audit Report No. 22-512.

4. Cooperative Agreement with the Anaheim Transportation Network for Transit Services

Sam Kaur/Andrew Oftelie

Overview

The Anaheim Transportation Network first entered into an agreement with the Orange County Transportation Authority in 2005 to establish roles and responsibilities regarding the collection of transit data and sub-allocation of Federal Transit Administration grant funds. The existing agreement expired on August 31, 2022. Approval is requested to enter into a new cooperative agreement for the distribution of Federal Transit Administration Section 5307 and Section 5339 funds.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-2-2777 between the Orange County Transportation Authority and Anaheim Transportation Network, in the amount of \$5,713,000, for a term of five years, to establish roles and responsibilities for the distribution of Federal Transit Administration Section 5307 and Section 5339 funds.



BOARD AGENDA

5. Amendment to Agreement for System Manager and Business Analyst Support Services

Victor Velasquez/Andrew Oftelie

Overview

On October 4, 2021, the Orange County Transportation Authority entered into an agreement with Carpe Datum for a one-year term to provide system manager and business analyst support services for various financial systems used by the Financial Planning and Analysis Department. An amendment is needed for continued system manager and business analyst support services.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 1 to Agreement No. C-1-3495 between the Orange County Transportation Authority and Carpe Datum, in the amount of \$158,380, to provide continued system manager and business analyst support services through March 31, 2023. This will increase the maximum obligation of the agreement to a total contract value of \$397,340.

6. Approval to Release Request for Proposals for Information Technology Contracted Technical Staffing

Lloyd Sullivan/Andrew Oftelie

Overview

The Orange County Transportation Authority's Information Systems Department requires long-term contracted staffing for various technical positions. Staff has developed a draft request for proposals to initiate the competitive process to select a firm to provide technical consulting staffing services for the Information Systems Department.

Recommendations

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 2-2746 to provide information technology contracted technical staffing.
- B. Approve the release of Request for Proposals 2-2746 to provide information technology contracted technical staffing for a five-year term.



BOARD AGENDA

7. State Legislative Status Report
Alexis Leicht/Lance M. Larson

Overview

The Orange County Transportation Authority provides regular updates to the Legislative and Communications Committee on policy issues directly impacting its overall programs, projects, and operations. An update is given on the actions related to the end of session for the State Legislature. This includes status updates and summaries on bills the Orange County Transportation Authority has taken positions on or has been closely monitoring this session.

Recommendation

Receive and file as an information item.

8. Federal Legislative Status Report
Kristin Jacinto/Lance M. Larson

Overview

The Orange County Transportation Authority regularly updates the Legislative and Communications Committee on policy and regulatory issues directly impacting the agency's programs, projects, and operations. This report includes an overview of the recently signed budget reconciliation bill focused on climate change and healthcare policies, the Inflation Reduction Act, and its transportation-related provisions. An update is also provided on the fiscal year 2023 appropriations process.

Recommendation

Receive and file as an information item.



BOARD AGENDA

9. Update on Diversity Outreach and Inclusion Efforts
Ted P. Nguyen/Maggie McJilton

Overview

The Orange County Transportation Authority is continuing its effort to conduct comprehensive and meaningful outreach to Orange County's growing diverse communities. This report provides an annual update on the progress of the diversity and inclusion efforts that are part of milestones in the 2022 Board of Directors and Chief Executive Officer Strategic Initiatives and Action Plan as well as plans to meet the future needs of diverse community members.

Recommendation

Receive and file as an information item.

10. Agreement For Express Lanes Marketing Program Services
Amelia Hsu/Maggie McJilton

Overview

The Orange County Transportation Authority requires the services of a firm to provide Express Lanes marketing program services. A competitive procurement has been conducted and proposals were received in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services. Board of Directors' approval is requested to execute an agreement to provide Express Lanes marketing program services.

Recommendations

- A. Approve the selection of Webb and Duffy, Inc., doing business as Truth and Advertising, as the firm to provide Express Lanes marketing program services.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-2-2392 between the Orange County Transportation Authority and Webb and Duffy, Inc., doing business as Truth and Advertising, in the amount of \$300,000, for a two-year initial term, with two, two-year option terms to provide Express Lanes marketing program services.



BOARD AGENDA**Orange County Transit District Consent Calendar Matters****11. Award of Agreement for Janitorial Services**

Dayle Withers/Johnny Dunning, Jr.

Overview

On May 9, 2022, the Orange County Transportation Authority Board of Directors approved the release of a request for proposals to provide janitorial services at five Orange County Transportation Authority-owned maintenance and operating bases, one park-and-ride facility, and five multimodal transportation centers throughout Orange County. Proposals were received in accordance with the Orange County Transportation Authority procurement procedures for professional and technical services. Board of Directors' approval is requested to execute an agreement for these services.

Recommendations

- A. Approve the selection of Gamboa Services, Inc. doing business as Corporate Image Maintenance as the firm to provide janitorial services at five Orange County Transportation Authority-owned maintenance and operating bases, one park-and-ride facility, and five multimodal transportation centers, throughout Orange County

- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-2-2438 between the Orange County Transportation Authority and Gamboa Services, Inc., doing business as Corporate Image Maintenance, in the amount of \$3,670,328, to provide janitorial services at five Orange County Transportation Authority-owned maintenance and operating bases, one park-and-ride facility, and five multimodal transportation centers, throughout Orange County, for a three-year initial term beginning November 1, 2022, with one, two-year option term.



BOARD AGENDA**Orange County Local Transportation Authority Consent Calendar Matters****12. Amendment to Agreement for Program Management Consultant Services for Regional Rail Programs**

Jason Lee/James G. Beil

Overview

On August 27, 2018, the Orange County Transportation Authority Board of Directors approved an agreement with HDR Engineering, Inc., to provide regional rail program management consultant services for the Rail Programs Department, for a term of five years, with one, two-year option term. An amendment to the existing agreement is needed to allow the firm to provide environmental and design services for the Mile Post 206.8 Track Stabilization Project.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 6 to Agreement No. C-8-1512 between the Orange County Transportation Authority and HDR Engineering, Inc., to provide environmental and design services for the Mile Post 206.8 Track Stabilization Project under the program management consultant services for the Rail Programs Department. This will not increase the maximum obligation or extend the term of the agreement.

Regular Calendar**Orange County Local Transportation Authority Regular Calendar Matters****13. 2022 Measure M2 Sales Tax Forecast**

Sam Kaur/Andrew Oftelie

Overview

The Orange County Transportation Authority contracts with MuniServices, LLC and three universities to forecast Measure M2 taxable sales. MuniServices, LLC and the three universities have provided updated forecasts and staff has incorporated the new information into the annual update for the long-range forecast of Measure M2 taxable sales.



BOARD AGENDA

Recommendation

Receive and file as an information item.

Discussion Items

- 14. Public Comments**
- 15. Chief Executive Officer's Report**
- 16. Directors' Reports**
- 17. Closed Session**

There are no Closed Sessions scheduled.

18. Adjournment

The next regularly scheduled meeting of this Board will be held at **9:00 a.m. on Monday, October 10, 2022** at the Orange County Transportation Authority Headquarters, Board Room, 550 South Main Street, Orange, California.



Call to Order

The Monday, September 12, 2022, regular meeting of the Orange County Transportation Authority (OCTA) and affiliated agencies was called to order by Chairman Murphy at 9:00 a.m. at the OCTA Headquarters, 550 South Main Street, Board Room, Orange, California.

Directors Present: Mark A. Murphy, Chairman
Gene Hernandez, Vice Chairman
Lisa A. Bartlett
Doug Chaffee
Barbara Delgleize
Andrew Do
Katrina Foley
Brian Goodell
Patrick Harper
Michael Hennessey
Steve Jones
Fred Jung
Joseph Muller
Tam Nguyen
Vicente Sarmiento
Donald P. Wagner
Ryan Chamberlain

Directors Absent: None

Staff Present: Darrell E. Johnson, Chief Executive Officer
Jennifer L. Bergener, Deputy Chief Executive Officer
Andrea West, Interim Clerk of the Board
Gina Ramirez, Clerk of the Board Specialist, Senior
Allison Cheshire, Clerk of the Board Specialist, Senior
James Donich, General Counsel

Discussion Items

1. Closed Session

A Closed Session was held as follows:

Pursuant to Government Code Section 54957.6 to discuss negotiations with Teamsters Local 952 regarding the maintenance unit.

Chairman Murphy, Vice Chairman Gene Hernandez, Directors Bartlett, Chaffee, Delgleize, Do, Goodell, Harper, Jones, Jung, Muller, Nguyen, Sarmiento, Wagner, and Chamberlain were present.



Directors Foley and Hennessey was not present for this item.

There was no report out on this item.

Consent Calendar (Items 2 through 11)

2. Approval of Minutes

A motion was made by Vice Chairman Hernandez, seconded by Director Nguyen, and declared passed by those present to approve the minutes of the August 22, 2022, Orange County Transportation Authority, and affiliated agencies' regular meeting.

Director Hennessey was not present for this item.

3. Administration of Public Record Act Requests, Internal Audit Report No. 22 510

A motion was made by Vice Chairman Hernandez, seconded by Director Nguyen, and declared passed by those present to direct staff to implement one recommendation related to the Administration of Public Record Act Requests, Internal Audit Report No. 22-510.

Director Hennessey was not present for this item.

4. Orange County Transportation Authority Investment and Debt Programs Report - July 2022

A motion was made by Vice Chairman Hernandez, seconded by Director Nguyen, and declared passed by those present to receive and file as an information item

Director Hennessey was not present for this item.

5. Excess Workers' Compensation Insurance Policy

A motion was made by Vice Chairman Hernandez, seconded by Director Nguyen, and declared passed by those present to authorize the Chief Executive Officer to negotiate and execute Purchase Order No. A51659, in an amount not to exceed \$600,000, to Marsh Risk and Insurance Services, Inc., to purchase excess workers' compensation insurance on behalf of the Orange County Transportation Authority for the policy period of October 1, 2022 to October 1, 2023.:

Director Hennessey was not present for this item.



6. 2023 Active Transportation Program Regional Project Prioritization Point Assignments for Orange County

A motion was made by Vice Chairman Hernandez, seconded by Director Nguyen, and declared passed by those present to:

- A. Approve the Orange County 2023 Active Transportation Program project prioritization point assignments for submittal to the Southern California Association of Governments.
- B. Authorize the Chief Executive Officer or his designee to provide concurrence on future project scope changes and substitutions as needed for the 2023 Active Transportation Program projects.
- C. Authorize staff to process all necessary amendments to the Federal Transportation Improvement Program to facilitate the above actions.

Director Hennessey was not present for this item.

7. Amendment to Agreement for Trapeze Software Group, Inc., DriverMate Licenses

A motion was made by Vice Chairman Hernandez, seconded by Director Nguyen, and declared passed by those present to authorize the Chief Executive Officer to negotiate and execute Amendment No. 4 to Agreement No. C-5-3822 between the Orange County Transportation Authority and Trapeze Software Group, Inc., in the amount of \$385,319, for the purchase of DriverMate software licenses. This will increase the maximum obligation of the agreement to a total contract value of \$735,169:

Director Hennessey was not present for this item.

8. October 2022 Bus Service Change

A motion was made by Vice Chairman Hernandez, seconded by Director Nguyen, and declared passed by those present to approve the October 2022 bus service change and direct staff to begin implementation.

Director Hennessey was not present for this item.

9. 2022 Transit Asset Management Plan

A motion was made by Vice Chairman Hernandez, seconded by Director Nguyen, and declared passed by those present to receive and file as an information item.

Director Hennessey was not present for this item.



10. Environmental Mitigation Program Endowment Fund Investment Report for June 30, 2022

A motion was made by Vice Chairman Hernandez, seconded by Director Nguyen, and declared passed by those present to receive and file as an information item.

Director Hennessey was not present for this item.

11. Measure M2 Quarterly Progress Report for the Period of April 2022 Through June 2022

A motion was made by Vice Chairman Hernandez, seconded by Director Nguyen, and declared passed by those present to receive and file as an information item.

Director Hennessey was not present for this item.

Regular Calendar

12. 91 Express Lanes Update for the Period Ending - June 30, 2022

Kirk Avila, General Manager, Express Lanes Programs, provided a presentation on this item.

A discussion ensued between Board members and staff.

No action was taken on this receive and file as an information item

13. City of Santa Ana Parking Revenue Losses and Additional Security Costs

Victor Velasquez, Department Manager, Financial Planning and Analysis, provided an overview on this item.

A discussion ensued between Board members and staff.

Public comment was received from Kathryn Down, City of Santa Ana.

A motion was made by Director Nguyen, seconded by Director Foley, and declared passed by those present to approve the modified Committee recommendation as follows:

Through the duration of the OC Streetcar construction, provide a one-time cost reimbursement, not to exceed \$679,748 for the entire project footprint and schedule, to the City of Santa Ana based upon verifiable actual losses in parking revenue and additional costs incurred by the City. The reimbursement shall be used by the City solely for expanded hours of free parking in the downtown area.

Director Wagner voted in opposition on this item.



Discussion Items

14. Public Comments

There were no Public Comments received.

15. Chief Executive Officer's Report

Darrell E. Johnson, Chief Executive Officer, reported on the following:

- Railroad Stabilization – San Clemente
- Rail Labor Update
- OCTA 50th Anniversary Celebration

16. Directors' Reports

Director Foley acknowledged Director Chamberlain regarding the crosswalk on Newport Boulevard.

Director Foley requested assistance with clearing the encampments in the City of Santa Ana.

17. Adjournment

The meeting adjourned at 10:05 a.m.

The next regularly scheduled meeting of this Board will be held at **9:00 a.m. on Monday, September 26, 2022** at the OCTA Headquarters, Board Room, 550 South Main Street, Orange, California.

ATTEST:

Gina Ramirez
Clerk of the Board Specialist, Senior



COMMITTEE TRANSMITTAL

September 26, 2022

To: Members of the Board of Directors
From: Andrea West, Interim Clerk of the Board *Andrea West*
Subject: Non-Revenue Vehicle Purchases and Assignment, Internal Audit Report No. 22-512

Finance and Administration Committee Meeting of September 14, 2022

Present: Directors Goodell, Harper, Hennessey, Hernandez, Jones, Muller, and Sarmiento
Absent: None

Committee Vote

This item was passed by the Members present.

Committee Recommendation

Direct staff to implement three recommendations provided in Non-Revenue Vehicle Purchases and Assignment, Internal Audit Report No. 22-512.



September 14, 2022

To: Finance and Administration Committee

From: Darrell E. Johnson, Chief Executive Officer

Janet Sutter, Executive Director
Internal Audit Department

Subject: Non-Revenue Vehicle Purchases and Assignment, Internal Audit Report No. 22-512

Overview

The Internal Audit Department of the Orange County Transportation Authority has completed an audit of non-revenue vehicle and accessory purchases and assignment. Based on the audit, purchases complied with most policies and procedures; however, recommendations have been made to improve controls related to invoice review, ensure motor pool vehicle reservations comply with all policy requirements, and ensure documentation is obtained to verify pricing when utilizing state contracts.

Recommendation

Direct staff to implement three recommendations provided in Non-Revenue Vehicle Purchases and Assignment, Internal Audit Report No. 22-512.

Background

The non-revenue vehicle fleet consists of vehicles that are required to conduct the business of the Orange County Transportation Authority (OCTA). The fleet includes operator relief vehicles, special purpose vehicles, motor pool vehicles, and 24-hour assigned vehicles, as well as utility vehicles used at operating bases.

A fleet of motor pool vehicles are assigned to the administrative office and the directly operated base locations for employees to use for business purposes. In order to use a motor pool vehicle, employees must possess a valid driver's license and be enrolled in the Department of Motor Vehicles' Employer Pull Notice Program. At the administrative office, the General Services section

(General Services) grants an employee's access to the reservation system after verifying the employee's eligibility to drive. Once access is granted, employees can make reservations directly through the system. At the bus bases, maintenance supervisors make the reservations in the system on behalf of staff requesting use of a vehicle. All employees using the motor pool vehicles must complete a travel sheet, indicating mileage and fuel levels.

Recently, OCTA has been purchasing vehicles using State of California contracts. The purchased vehicles are delivered to the maintenance specialty shop at the Santa Ana Bus Base. If equipment needs to be added to the vehicles, a vehicle upfitting vendor performs the work.

Discussion

Two invoices from the vehicle upfitting vendor included charges higher than allowed by contract, and one invoice, for \$6,623.86, was mistakenly paid twice. Additionally, while the contract allows for items not specifically listed to be billed at cost plus markup as well as labor charges, none of the invoices including such charges were accompanied by cost documentation and detail sufficient to validate contract compliance. Non-revenue vehicles ordered through a purchase order are paid after a three-way system match of the purchase order, receipt, and invoice; however, the invoice review policy does not specifically allow this process. Clerks are being instructed to receive the vehicles in the system without actually seeing the vehicles, and two vehicles were paid for without being received in the system. Management agreed to enhance invoice review, update the invoice review policy, require staff receiving vehicles to physically verify receipt, consistently confirm the three-way match prior to invoice payment, and to recover the identified duplicate payment.

Verification of an employee's eligibility to drive motor pool vehicles is not performed in accordance with the policy, which requires verification of eligibility prior to allowing a reservation. In addition, instances were identified where employees were allowed to reserve vehicles for multiple days or weeks at a time, contrary to policy, which states that motor pool vehicles are intended for same-day use. Finally, the bases enter data from the travel sheets into the system and discard the sheets; however, review found that all data, including the identity of the employee that reserved the vehicle, is not always reflected in the system. The Internal Audit Department (Internal Audit) recommended controls be enhanced to ensure that an employee's eligibility to drive is verified prior to granting a reservation and that all reservation information is reflected in the system prior to discarding travel sheets. In addition, management should re-evaluate whether employees should be allowed to reserve motor pool

vehicles for weeks at a time. Management agreed to implement enhancements and indicated that multi-day reservations will no longer be allowed.

For several purchases made using State of California contract pricing, the agreement files did not contain documentation evidencing that the price obtained matched the State of California contract terms. While the State of California contract allows for options to be added at dealer cost plus ten percent, cost documentation needed to verify the accuracy of these charges is not obtained, and options were actually priced higher than, or at, the manufacturer's suggested retail price in several instances. For one purchase, the dealer did not submit a vendor quote to support significant charges related to upfitting a vehicle. Internal Audit recommended that CAMM obtain all needed documentation for non-revenue vehicles purchased using State of California contracts and consider negotiating option pricing with the dealers. Management agreed to include all required support and documentation in the agreement file and negotiate option pricing for future procurements.

Summary

Internal Audit has completed an audit of non-revenue vehicle purchases and assignment and has offered three recommendations, which management agreed to implement or otherwise address.


Attachment

- A. Non-Revenue Vehicle Purchases and Assignment, Internal Audit Report No. 22-512

Prepared by:


Serena Ng
Senior Manager, Internal Audit
714-560-5938

Approved by:


Janet Sutter
Executive Director, Internal Audit
714-560-5591

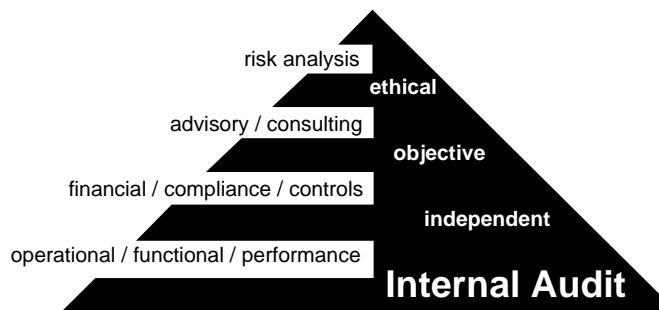
ORANGE COUNTY TRANSPORTATION AUTHORITY INTERNAL AUDIT DEPARTMENT



Non-Revenue Vehicle Purchases and Assignment

Internal Audit Report No. 22-512

August 23, 2022



Audit Team: Serena Ng, CPA, Senior Manager *Serena K Ng*
Janet Sutter, CIA, Executive Director, Internal Audit

Distributed to: Johnny Dunning, Chief Operating Officer
Andrew Oftelie, Chief Financial Officer
Cliff Thorne, Pia Veesapen, Sean Murdock, Sara Belovsky

**ORANGE COUNTY TRANSPORTATION AUTHORITY
INTERNAL AUDIT DEPARTMENT
Non-Revenue Vehicle Purchases and Assignment
August 23, 2022**

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**ORANGE COUNTY TRANSPORTATION AUTHORITY
INTERNAL AUDIT DEPARTMENT
Non-Revenue Vehicle Purchases and Assignment
August 23, 2022**

Conclusion

The Internal Audit Department (Internal Audit) of the Orange County Transportation Authority (OCTA) has completed an audit of non-revenue vehicle and accessory purchases and assignment. Based on the audit, purchases complied with most policies and procedures; however, recommendations have been made to improve controls related to invoice review, ensure motor pool vehicle reservations comply with all policy requirements, and ensure documentation is obtained to verify pricing when utilizing state contracts.

Background

The non-revenue vehicle fleet consists of vehicles that are required to conduct the business of OCTA. The fleet includes operator relief vehicles, special purpose vehicles, motor pool vehicles, and 24-hour assigned vehicles, as well as utility vehicles used at operating bases. The number of operator relief vehicles is calculated based on bus service levels and scheduling. Special purpose vehicles are assigned to certain groups based on business need. For example, the facilities maintenance group, responsible for maintenance at all bus bases and transit centers, is assigned special purpose work trucks. A fleet of motor pool vehicles is assigned to the administrative office and the directly operated base locations for employees to use for business purposes. In order to use a motor pool vehicle, employees must possess a valid State of California driver's license and be enrolled in the Department of Motor Vehicles' Employer Pull Notice Program. At the administrative office, the General Services section (General Services) grants employees' access to the Fleet Commander reservation system after verifying the employees' eligibility to drive an OCTA vehicle. Once access is granted, employees can make reservations directly through the system. At the directly operated bases, maintenance supervisors make the reservations in the system on behalf of staff requesting use of a vehicle. All employees using the motor pool vehicles must complete a travel sheet, indicating mileage and fuel levels. Currently, there are ten designated positions that are assigned a vehicle on a 24-hour basis. Employees who are assigned the 24-hour vehicles are required to track commute trips and report annually to the Maintenance Resources Management (MRM) section, who sends the reports to the Accounting and Financial Reporting (Accounting) Department for payroll processing as required for Internal Revenue Service reporting purposes. A non-revenue vehicle fleet listing is reviewed annually by the Director of Maintenance and the Director of Finance and Administration and updated as business needs change, with the annual review documented in a memo.

Every year, the Director of Maintenance and the MRM manager review the fleet and determine which vehicles need to be replaced, based on the years, miles, and use of the vehicles. Purchases are then budgeted to ensure that replacement vehicles are delivered and ready for use when the useful life of the vehicle being replaced is reached. MRM works with the Contracts Administration and Materials Management (CAMM) Department

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INTERNAL AUDIT DEPARTMENT
Non-Revenue Vehicle Purchases and Assignment
August 23, 2022**

to procure non-revenue vehicles for replacement. Recently, MRM has been purchasing vehicles using State of California contracts. MRM maintains a purchase tracking schedule, which identifies purchases each fiscal year with purchase and status information, including purchase date, post-delivery steps, and in-service date. The purchased vehicles are delivered to the Maintenance Specialty Shops Administration at the Santa Ana bus base. If equipment needs to be added to the vehicles, as is the case for Transit Police Services and field supervisor vehicles, the vehicle upfitting vendor performs such work.

Non-revenue vehicles can be purchased through a purchase order (PO) or a contract. MRM instructs Parts staff to receive vehicles in the Ellipse system when they are purchased through a PO, and the receiving records in the Ellipse system interface with the Central Square accounting system. The Accounts Payable section (Accounts Payable) enters the invoice information into the Central Square system, which matches the invoice with the PO and receiving records.

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INTERNAL AUDIT DEPARTMENT
Non-Revenue Vehicle Purchases and Assignment
August 23, 2022**

Objectives, Scope, and Methodology

The objectives were to review non-revenue vehicle and accessory purchases and assignments for compliance with policies and procedures and assess activities for economy and efficiency.

According to Generally Accepted Government Auditing Standards (GAGAS), internal control is the system of processes that an entity's oversight body, management, and other personnel implement to provide reasonable assurance that the organization will achieve its operational, reporting, and compliance objectives. The five components are control environment, risk assessment, control activities, information and communication, and monitoring.¹ The components and principles that were evaluated as part of this audit are:

- Control Environment
 - OCTA demonstrates a commitment to attract, develop, and retain competent individuals in alignment with objectives.
- Control Activities
 - OCTA selects and develops control activities that contribute to the mitigation of risks to the achievement of objectives to acceptable levels.

The methodology consisted of reviewing the Non-Revenue Vehicle Fleet Policy, confirming that management performed both the annual determination of non-revenue vehicle replacements and the annual review of non-revenue fleet listing, reconciling the purchase tracking schedule with payments, testing compliance with selected procurement policies and procedures, assessing invoice review procedures and testing invoice payments for compliance with policies and contract provisions, confirming eligibility of employees assigned the 24-hour vehicles and testing their annual reporting, and testing a sample of motor pool vehicle reservations for compliance with policy and procedures.

The scope is limited to non-revenue vehicle purchases and assignment and excluded revenue vehicles. The audit also excluded the maintenance and disposal of non-revenue vehicles. The scope included the most recent annual determination of non-revenue vehicle replacements, the 2020 and 2021 annual reviews of non-revenue fleet listing, purchases from 2020 through May 2022 and all payments made on such purchases through May 2022, the 2021 annual reporting by employees assigned the 24-hour vehicles, and a judgmental sample of 40 motor pool vehicle reservations made from July 2021 through June 2022. The judgmental sample of motor pool vehicle reservations was selected to provide even coverage of reservations made at the administrative office and the bases. Since the sample is non-statistical, any conclusions are limited to the sample items tested.

¹ See U.S. Government Accountability Office publication, "Standards for Internal Control in the Federal Government," available at <http://www.gao.gov/products/GAO-14-704G>, for more information.

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We conducted this performance audit in accordance with GAGAS. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

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Non-Revenue Vehicle Purchases and Assignment
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Audit Comments, Recommendations, and Management Responses

Invoice Review and Payment

Two invoices from the vendor responsible for upfitting vehicles included charges higher than the amounts allowed by the contract. The contract also allows for items not specifically listed to be billed at cost plus a 15 percent markup, as well as labor charges; however, none of the invoices are accompanied by cost documentation and detail sufficient to allow for validation that charges comply with contract terms. In addition, one invoice for \$6,623.86 was inadvertently paid twice.

The Accounts Payable Invoice Review Policy allows payments to be processed for inventory items without an authorized signature if the purchase order, receipt, and invoice records in the system all match. The policy does not indicate this process is allowable for the purchase of non-revenue vehicles; however, this is the practice. Testing of this process identified two non-revenue vehicles that were paid for, despite the lack of evidence of receipt in the system. In addition, parts clerks are being instructed to receive non-revenue vehicles in the system without physically verifying receipt of the vehicles.

Recommendation 1:

Internal Audit recommends that MRM's invoice review procedures be enhanced to include validation of all charges, including items not specifically listed in the contract. Accounts Payable should recover the duplicated payment. In addition, the policy should be updated to reflect whether a three-way match process is allowable for payment of non-revenue vehicles. If the three-way match process is to be used, staff that physically verify receipt of the vehicles should be responsible for receiving the vehicles in the system, and Accounts Payable should consistently confirm the three-way match prior to payment of an invoice.

Management Response (Maintenance and Accounting):

Management agrees with the recommendation. Management is in the process of implementing an invoice cover page to include a checklist that will require acknowledgement of review for sufficient detail pertaining to quantity and rates of costs and justification. This enhancement will also be applied to the vehicle upfitting contract.

The invoice review policy will be updated to allow for the three-way match process to be used for these items, and Accounts Payable will consistently confirm the information prior to payment of an invoice. Furthermore, staff receiving vehicles in the system will be required to physically verify receipt of the vehicle before accepting it in the system. In addition, Accounting will pursue recovering the duplicate payment.

**ORANGE COUNTY TRANSPORTATION AUTHORITY
INTERNAL AUDIT DEPARTMENT
Non-Revenue Vehicle Purchases and Assignment
August 23, 2022**

Compliance with Motor Pool Vehicle Policy

Verification of employees' eligibility to drive is not performed in accordance with the policy, which requires verification of eligibility prior to allowing reservation of a motor pool vehicle. The administrative office only verifies employee eligibility at the time the employee requests access to reserve vehicles in the Fleet Commander system, and the bases do not have a process to verify employee eligibility prior to a reservation.

In addition, a few employees have been allowed to reserve vehicles for weeks at a time, contrary to policy, that indicates motor pool vehicles are intended for same day use.

Finally, policy requires employees that reserve motor pool vehicles to complete a travel sheet, documenting details of the reservation, mileage, and fuel level. Maintenance supervisors at the bases enter data from the travel sheets into the Fleet Commander system and discard the sheets. Review found that all data, including the identity of the employee that reserved the vehicle, is not always reflected in the system.

Recommendation 2:

Internal Audit recommends management enhance controls to ensure employees' eligibility to drive prior to granting a reservation. In addition, management should re-evaluate whether employees should be allowed to reserve motor pool vehicles for weeks at a time. Finally, all relevant reservation information should be reflected in the system prior to discarding the supporting travel sheets.

Management Response (General Services and Maintenance):

Management agrees with the recommendation. Staff will work with the vendor to see if an automated solution for determining eligibility each time a vehicle is checked out is possible. If the system cannot be modified, staff will develop an internal solution that can be used at both the Orange Administration building and the operating bus bases. Once the solution is identified, policies will be updated as appropriate. Also, multi-day reservations will no longer be allowed, and necessary information will be retained in the system before trip sheets are discarded.

Purchase Support and Documentation of Pricing

For several purchases made using State of California contract pricing, the agreement files did not contain documentation evidencing that the price obtained matched the State of California contract terms. Agreement files did not include the State of California contract pricing attachment and/or break-out of the quoted pricing by base price and options.

The State of California contract also allows for options to be added at dealer cost plus ten percent; however, cost documentation needed to verify the accuracy of these charges

**ORANGE COUNTY TRANSPORTATION AUTHORITY
INTERNAL AUDIT DEPARTMENT
Non-Revenue Vehicle Purchases and Assignment
August 23, 2022**

is not obtained. Options, in several instances, were priced higher than, or at, the manufacturer's suggested retail price.

For one purchase, the dealer did not submit a vendor quote to support significant charges related to upfitting a vehicle.

Recommendation 3:

Internal Audit recommends CAMM obtain all needed support and documentation for non-revenue vehicles purchased using State of California contracts and retain them in the agreement files. CAMM should also consider negotiating option pricing with the dealers.

Management Response (CAMM):

Management agrees with the recommendation and will include all required support and documentation in the contract file for future non-revenue vehicle purchases using State of California contracts. CAMM staff has obtained the missing State of California pricing attachments for the audited files and will make sure to negotiate option pricing prior to contract award, as well as document negotiation efforts.



COMMITTEE TRANSMITTAL

September 26, 2022

To: Members of the Board of Directors

From: Andrea West, Interim Clerk of the Board *Andrea West*

Subject: Cooperative Agreement with the Anaheim Transportation Network for Transit Services

Finance and Administration Committee Meeting of September 14, 2022

Present: Directors Goodell, Harper, Hennessey, Hernandez, Jones, Muller, and Sarmiento

Absent: None

Committee Vote

This item was passed by the Members present.

Committee Recommendation

Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-2-2777 between the Orange County Transportation Authority and Anaheim Transportation Network, in the amount of \$5,713,000, for a term of five years, to establish roles and responsibilities for the distribution of Federal Transit Administration Section 5307 and Section 5339 funds.



September 14, 2022

To: Finance and Administration Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Cooperative Agreement with the Anaheim Transportation Network for Transit Services

A handwritten signature in blue ink, appearing to read "Darrell Johnson", is written over the "From:" line of the memo.

Overview

The Anaheim Transportation Network first entered into an agreement with the Orange County Transportation Authority in 2005 to establish roles and responsibilities regarding the collection of transit data and sub-allocation of Federal Transit Administration grant funds. The existing agreement expired on August 31, 2022. Approval is requested to enter into a new cooperative agreement for the distribution of Federal Transit Administration Section 5307 and Section 5339 funds.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-2-2777 between the Orange County Transportation Authority and Anaheim Transportation Network, in the amount of \$5,713,000, for a term of five years, to establish roles and responsibilities for the distribution of Federal Transit Administration Section 5307 and Section 5339 funds.

Background

The Anaheim Transportation Network (ATN) was established in 1995 as a non-profit public benefit corporation to develop and provide fixed-route service for the Anaheim Resort and Convention area. ATN is governed by a Board of Directors consisting of resort hoteliers, Disneyland, Angels Baseball and other hospitality organizations. The City of Anaheim has a seat on the Board of Directors, currently held by the City's Deputy Director of Convention, Sports & Entertainment. In 2002, ATN began operating a 28-vehicle fixed-route service known as the Anaheim Resort Transportation. The service is fixed route, open to the public, and fully accessible for persons with disabilities. Currently, ATN operates a fleet of 82 buses in various capacities ranging from 30-60 feet and ten microtransit vehicles.

ATN provides transportation services that generate federal funding. As a result, ATN is an eligible sub-recipient of funding for the Federal Transit Administration (FTA) Section 5307 Urbanized Area and FTA Section 5339 Bus and Bus Facilities Programs. The Orange County Transportation Authority (OCTA), as the direct FTA grant recipient, has the option to utilize these funds for OCTA-related transportation services or may choose to allocate funds to ATN to provide transportation services in the Anaheim Resort and Convention area.

OCTA has entered into three cooperative agreements with ATN starting in 2005, and subsequently in 2011, and 2017, which set forth the roles and responsibilities of OCTA and ATN for the pass-through of FTA grant funds. The most current agreement expired on August 31, 2022.

Discussion

FTA Section 5307 and Section 5339 funds are distributed through a formula primarily based on population, the type of service being provided, revenue vehicle miles, passenger miles, and operating costs, as reported to the National Transit Database (NTD). The draft Cooperative Agreement, No. C-2-2777, includes the following main provisions:

- ATN to comply with all FTA requirements and to report NTD data.
- ATN shall contract with OCTA to provide the complementary paratransit (OC ACCESS) service. This is recommended to ensure OC ACCESS service is provided within federal requirements and to ensure a centralized, coordinated, and cost-effective paratransit service is provided in Orange County. The cost will be on a per-trip fee basis for a proportionate share of trips that originate and terminate within three-quarter miles of ATN's operating area.
- OCTA will deduct the cost of the OC ACCESS service from ATN's annual reimbursement invoice.
- ATN to reimburse OCTA for administrative costs associated with grant administration, processing payments, and ensuring compliance with federal requirements.
- OCTA to assist ATN in compliance with federal requirements.
- OCTA to include ATN's projects in the Federal Transportation Improvement Program.
- OCTA to apply for FTA Section 5307 and Section 5339 grants on behalf of ATN following FTA grant procedures.

- ATN may request reimbursement of federal funds for eligible expenses per the FTA guidelines following the notice from OCTA that the federal grant has been executed.

In accordance with the terms of the agreement, OCTA will provide FTA Section 5307 and Section 5339 funds to ATN based on information retrieved from the NTD reports for modes of service operated by ATN, unit values distributed by FTA for the respective fiscal year and based on annual congressional apportionments. In the event additional funds are available above the \$5,713,000 threshold, staff will return to the OCTA Board of Directors (Board) to consider allocation of additional FTA funds as appropriate.

This agreement is strictly limited to the distribution of FTA Section 5307 and Section 5339 funds and does not address the ongoing discussions between OCTA and ATN related to State Transit Assistance (STA) funds. OCTA staff is in discussions with ATN staff regarding STA funds and is currently awaiting action from ATN before additional steps can be taken. A separate agreement between ATN and OCTA will be presented to the Board if ATN becomes eligible for STA funds in the future.

Fiscal Impact

There is no fiscal impact to OCTA by providing the federal funds to ATN. ATN provides transportation service that generates the federal funding and OCTA is allocating the funds to them as a sub-recipient. OCTA as the direct recipient of the FTA Section 5307 and Section 5339 funds could elect to use these funds to support OCTA fixed-route bus service and bus capital needs but is recommending allocating the funds to ATN given their service generated the funds. OCTA would work with ATN to facilitate the drawdown of the funds based on eligible expenses.

Summary

Staff requests Board approval to authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-2-2777 between OCTA and ATN, in the amount of \$5,713,000, to provide FTA Section 5307 and Section 5339 funds.

Attachment

- A. Cooperative Agreement No. C-2-2777 between Orange County Transportation Authority and Anaheim Transportation Network for Public Transit Services

Prepared by:



Sam Kaur
Department Manager
Revenue Administration
714-560-5889

Approved by:



Andrew Oftelie
Chief Financial Officer
Finance and Administration
714-560-5649

COOPERATIVE AGREEMENT NO. C-2-2777
BETWEEN
ORANGE COUNTY TRANSPORTATION AUTHORITY
AND
ANAHEIM TRANSPORTATION NETWORK
FOR
PUBLIC TRANSIT SERVICES

THIS AGREEMENT is effective this _____ day of _____, 2022, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), and the Anaheim Transportation Network, 1354 South Anaheim Boulevard, Anaheim, California 92805, a nonprofit public benefit corporation (hereinafter referred to as "NETWORK"). Herein, AUTHORITY and NETWORK are sometimes individually referred to as the "PARTY" and collectively as the "PARTIES."

RECITALS

WHEREAS, NETWORK was established in 1995 as a nonprofit public benefit corporation to develop and provide clean-fuel shuttle service for the Anaheim Resort and Convention area in an effort to meet air quality and rideshare requirements associated with the planned development; and

WHEREAS, in 2002, NETWORK began operating a clean-fuel shuttle service known as the Anaheim Resort Transit Service; and

WHEREAS, the NETWORK provides fixed-route service, open to the general public, and fully accessible for persons with disabilities; and

WHEREAS, AUTHORITY is the designated grant recipient for Federal Transit Administration (FTA) Section 5307 Urbanized Area Formula Grant funds and FTA 5339 Bus and Bus Facilities Formula Grant funds for Orange County, and will secure equivalent grant funds on behalf of NETWORK; and

WHEREAS, NETWORK is an eligible subrecipient to receive FTA Section 5307 Urbanized Area Formula Grant funds and FTA 5339 Bus and Bus Facilities Formula Grant funds; and

WHEREAS, AUTHORITY and NETWORK agree to enter into this Cooperative Agreement so AUTHORITY may pass along FTA Section 5307 Urbanized Area Formula Grant funds and FTA Section 5339 Bus and Bus Facilities Formula Grant funds; and

WHEREAS, AUTHORITY and NETWORK are legally required to provide a complementary paratransit service (ACCESS) that complies with the Americans with Disabilities Act (ADA) guidelines; and

WHEREAS, NETWORK's ACCESS service area is within the confines of AUTHORITY's ACCESS service area; and

WHEREAS, NETWORK must be in compliance with the FTA laws, regulations, and guidelines and is held responsible for required sub-recipient reporting documents provided to AUTHORITY;

NOW, THEREFORE, it is mutually understood and agreed by AUTHORITY and NETWORK as follows:

ARTICLE 1. COMPLETE COOPERATIVE AGREEMENT

A. This Agreement, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and condition(s) of the Agreement between AUTHORITY and NETWORK and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or condition(s).

B. AUTHORITY's failure to insist in any one or more instances upon NETWORK's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance or to future performance of such term(s) or condition(s), and NETWORK's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

ARTICLE 2. SCOPE OF AGREEMENT

This Agreement specifies the roles and responsibilities of the PARTIES as they pertain to the subjects and projects addressed herein. Both AUTHORITY and NETWORK agree that each will cooperate and coordinate with the other in all activities covered by this Agreement and any other supplemental agreements that may be required to facilitate purposes thereof.

ARTICLE 3. RESPONSIBILITIES OF AUTHORITY

AUTHORITY agrees to the following responsibilities:

A. AUTHORITY shall pay NETWORK a sum to be determined by the AUTHORITY based on information retrieved from the National Transit Database (NTD) reports for modes of services operated by NETWORK, unit values distributed by FTA for the respective Fiscal Year (FY) and based on the annual congressional appropriations. AUTHORITY and NETWORK mutually agree that AUTHORITY's obligation shall vary annually; however, the maximum obligation shall not exceed Five Million Seven Hundred Thirteen Thousand Dollars (\$5,713,000).

B. AUTHORITY shall pay NETWORK the difference remaining after AUTHORITY's administrative expenses and other agreed upon costs are subtracted from the FTA Section 5307 Urbanized Area Formula Grant funds. The annual administrative expenses and FTA Section 5307 Urbanized Area Formula Grant funds are stated below.

1. AUTHORITY shall retain up to ten percent (10%) of the FTA Section 5307 Urbanized Area Formula Grant funds to cover administrative and direct costs associated with applying for grant funds, processing payments, and ensuring compliance with federal requirements. AUTHORITY shall also retain the actual cost to perform periodic desk and on-site reviews utilizing a consultant, not to exceed once every thirty-six (36) months. The retention shall be calculated each year by AUTHORITY based on actual costs to AUTHORITY and adjusted accordingly in the next FY allocation.

2. FTA Section 5307 Urbanized Area Formula Grant funds – Grant funds are determined in the grant year in which funds are allocated and by a formula based on information retrieved from the National Transit Database (NTD) report for modes of services operated by NETWORK, unit values distributed by FTA for the respective Fiscal Year (FY) commencing in Fiscal Year 2022 and continuing through Fiscal Year 2026 and based on the annual congressional appropriations.

. AUTHORITY and NETWORK mutually agree that AUTHORITY's maximum obligation shall not exceed the amount of Five Million Eighty eight Thousand Dollars (\$5,088,000) for FTA Section 5307 Urbanized Area Formula Grant funds.

3. FTA Section 5339 Bus and Bus Facilities Formula Grant funds are determined in the grant year in which funds are allocated and by a formula based on information retrieved from the National Transit Database (NTD) report for modes of services operated by NETWORK, unit values distributed by FTA for the respective Fiscal Year (FY) commencing in the Fiscal Year 2022 and continuing through the Fiscal Year 2026 and based on the annual congressional appropriations. .

AUTHORITY's maximum obligation shall not exceed the amount of Six Hundred Twenty-Five Thousand Dollars (\$625,000) for FTA Section 5339 Bus and Bus Facilities Formula Grant funds.

4. AUTHORITY shall retain up to ten percent (10%) of the FTA Section 5339 Bus and Bus Facilities Grant funds to cover administrative and direct costs associated with applying for grant funds, processing payments, and ensuring compliance with federal requirements. AUTHORITY shall also retain the actual cost to perform periodic desk and on-site reviews utilizing a consultant, not to exceed once every thirty-six (36) months. The retention shall be calculated each year by AUTHORITY based on actual costs to AUTHORITY and adjusted accordingly in the next FY allocation.

C. AUTHORITY shall notify NETWORK when FTA Section 5307 Urbanized Area Formula Grant funds are available following execution of the federal grant. At no time, shall AUTHORITY be responsible for paying NETWORK FTA funding prior to the execution of the federal grant agreement. NETWORK shall provide required invoices, and backup documentation in accordance with the Award Management Procedures identified by FTA in FTA C 5010.E.

AUTHORITY shall process payment for NETWORK within 30 days upon receipt of reimbursement from FTA.

D. At the end of the Fiscal Year, AUTHORITY shall calculate the actual costs of the complementary paratransit services provided in NETWORK's service area and deduct the respective costs from the next Fiscal Year's allocation to NETWORK.

E. Compliance with FTA Subrecipient Monitoring – AUTHORITY shall provide NETWORK with a subrecipient compliance monitoring plan, provide consultation in the development of required FTA documents, policies, and procedures, and send notifications of onsite visits including time, date, and compliance components to be reviewed. The notice shall be sent at least thirty (30) calendar days prior to the on-site visit. A full federal compliance review shall be conducted not more than once every thirty-six (36) months and notice of the visit shall be provided at least forty-five (45) calendar days prior to the on-site visit.

F. Compliance with FTA Subrecipient Reporting – AUTHORITY shall provide NETWORK with the required subrecipient reporting documents and hold NETWORK responsible for the completion, submission, and/or retention of subrecipient documents to ensure compliance with the FTA guidelines.

G. FTA Section 5307 and FTA Section 5339 Grant Application – AUTHORITY agrees to include NETWORK's Program of Projects for each fiscal year commencing in Fiscal Year 2022 and continuing to Fiscal Year 2026 in AUTHORITY's FTA Section 5307 Urbanized Area Formula Grant and 5339 Bus and Bus Facilities Grant application that shall be submitted to the FTA in a timely manner.

H. Federal Transportation Improvement Program – AUTHORITY agrees to include NETWORK’s Program of Projects in the Federal Transportation Improvement Program.

I. AUTHORITY shall indemnify, defend and hold harmless NETWORK, its officers, directors, employees and agents from and against any and all claims (including attorney’s fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by AUTHORITY, its officers, directors, employees or agents in connection with or arising out of the performance of this Agreement.

J. For the purposes of this Agreement, AUTHORITY’S payment obligations, if any, shall survive the expiration of this Agreement.

ARTICLE 4. RESPONSIBILITIES OF NETWORK

NETWORK agrees to the following responsibilities:

A. National Transit Database Collection and Reporting – NETWORK shall submit, on or before October 31st of each year, a fiscal year-end National Transit Database (NTD) report covering the period from July 1st of the previous year through June 30th of the report year as required by the Federal Department of Transportation (DOT) and AUTHORITY. In the event that NETWORK fails to submit the NTD base report in a timely manner, AUTHORITY has the option to withhold the maximum cumulative obligations that are identified in this Cooperative Agreement, for each year in which the NTD base has not been submitted.

B. Program of Projects – NETWORK shall adopt an annual Program of Projects and submit it to AUTHORITY on or before July 1st of each year. Only projects eligible under the FTA Section 5307 Urbanized Area Formula Grant program and FTA Section 5339 Bus and Bus Facilities Grant program may be included in the Program of Projects. NETWORK agrees that if NETWORK cannot develop a Program of Projects that expends all grant funding apportioned, AUTHORITY will provide NETWORK with a list of eligible projects that would be mutually beneficial to NETWORK and AUTHORITY.

C. Compliance with FTA Subrecipient Reporting – NETWORK agrees to provide the following required subrecipient reporting documents to AUTHORITY:

1. Reimbursement Invoice – NETWORK agrees to invoice AUTHORITY for eligible FTA Section 5307 Urbanized Area Formula Grant funds and FTA Section 5339 Bus and Bus Facilities grant funds. NETWORK shall submit reimbursement request to AUTHORITY in accordance with the Award Management Procedures identified by FTA in FTA C 5010.E.

2. Quarterly Progress Report – NETWORK agrees to provide AUTHORITY with quarterly progress reports in accordance with the FTA reporting requirements. This includes quarterly Milestone Progress Reports (MPR) and Federal Financial Reports (FFR). Progress reports shall be provided by NETWORK to AUTHORITY on a quarterly basis on or before the fifteenth of the month following the quarter ending;

3. On-site Visits – NETWORK agrees with performance of onsite visits by AUTHORITY to ensure NETWORK is in compliance with all FTA requirements. Onsite visits by AUTHORITY to NETWORK shall be scheduled in advance. NETWORK shall provide all documentation necessary to AUTHORITY to ensure compliance with all FTA requirements;

4. Annual FTA Compliance Self-Certification – NETWORK agrees to provide AUTHORITY with the FTA Compliance Self Certification Forms on an annual basis on or before the fifteenth of the month following fiscal year ending;

5. NETWORK shall provide AUTHORITY with a copy of NETWORK's annual audit, which includes the Single Audit Report, A-133 and the Management Letter prepared by NETWORK's independent auditor.

6. NETWORK shall provide such other information as requested by AUTHORITY, including information to ensure compliance with federal regulations and as required for the FTA Triennial Review.

D. If NETWORK contracts for consultant services to perform any or all services, then NETWORK shall be responsible for payment to the consultant for services rendered and then seek reimbursement for eligible expenses from AUTHORITY as part of this Agreement. NETWORK shall procure consultant services in compliance with federal requirements and shall be responsible for reviewing the consultant's invoice for accuracy, terms, and completeness.

E. Compliance with Americans with Disabilities Act – NETWORK agrees to certify annually that the transportation system is in full compliance with the Americans with Disabilities Act. The certification must include a complementary paratransit service plan. NETWORK shall contract with AUTHORITY to provide this complementary paratransit service on a per-trip fee basis. The cost will be on a per-trip fee basis for a proportionate share of trips that originate and terminate within three-quarter miles of NETWORK's operating area. The number of complementary paratransit trips billed to NETWORK will be equal to the total number of complementary paratransit trips in NETWORK's operating area times the percentage of NETWORK's revenue vehicle miles traveled as compared to AUTHORITY's revenue vehicle miles traveled in NETWORK's operating area. NETWORK will be billed on an annual basis in October following the close of the fiscal year. NETWORK agrees that the cost of the complementary paratransit service shall be deducted from its annual reimbursement invoice. AUTHORITY shall notify NETWORK of the budgeted cost per trip within two weeks following the adoption of the AUTHORITY's budget.

F. Local Match – NETWORK agrees to provide the local match required by the FTA. The Program of Projects must identify the source of NETWORK's local match.

G. Exchange of Funds – NETWORK shall not make a request to AUTHORITY to exchange federal funds for local funds, nor exchange capital funds for operating assistance; however, AUTHORITY reserves the right to exchange federal funds for local funds. NETWORK agrees to execute all applicable documents necessary to exchange local funds for federal funds as may be required.

H. Timing of National Transit Database Reporting, ACCESS Expenses, and Federal Budget – NETWORK recognizes that there is at least a two (2) year delay when NTD reporting is submitted before the corresponding FTA Section 5307 Urbanized Area Formula Grant funds can be allocated. NETWORK also recognizes that FTA Section 5307 Urbanized Area Formula Grant funds and FTA Section 5339 Bus and Bus Facilities Formula Grant funds are not available until such time that the federal budget is adopted, FTA publishes apportionments, and AUTHORITY has executed a grant agreement with FTA. FTA may issue exceptions to the NTD reporting and allocations accordingly. AUTHORITY and NETWORK shall follow directives issued by FTA for NTD reporting and calculation of annual allocations accordingly.

I. Maintenance Record Reporting – NETWORK shall provide AUTHORITY with a report disclosing any federalized capital assets and records pertaining to its vehicle maintenance data. NETWORK shall submit report to AUTHORITY on an annual basis no later than sixty (60) days following the close of the fiscal year.

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

ARTICLE 5. REQUEST FOR REIMBURSEMENT:

A. NETWORK shall prepare and submit to AUTHORITY an invoice as specified in the subrecipient section Article 4, Paragraph C, Section 1, entitled “Reimbursement Invoice,” included in this Agreement. NETWORK’s Reimbursement Invoice shall include allowable project costs incurred and paid for by NETWORK consistent with the Project’s Scope of Work and Activity Line Items (ALI) identified in the FTA grant application. The Reimbursement Invoice submitted by NETWORK shall be signed by an authorized agent who can duly certify the accuracy of the

included information. Advance payments by AUTHORITY are not allowed.

B. Each Reimbursement Invoice will report the total of Project expenditures and will specify the percent and amount of Federal Funds to be reimbursed. The Reimbursement Invoice shall be accompanied by a detailed invoice describing all invoiced work completed and supporting documentation.

C. If applicable, the first Reimbursement Invoice shall also be accompanied by a report describing any tasks specified in the Scope of Work document which were accomplished prior to the effective date of this Agreement, which costs could be credited toward the required Local Match provided that AUTHORITY has provided prior written approval for such expenditures to NETWORK.

D. Eligible Project costs are described in the Federal Grant and in the FTA guidelines.

E. The Reimbursement Invoice must be submitted on NETWORK's letterhead.

F. NETWORK should consult with AUTHORITY's Project Manager for questions regarding non-reimbursable expenses.

G. Total payments shall not exceed Five Million, Seven Hundred Thirteen Thousand Dollars(\$5,713,000).

H. If any amounts requested by NETWORK are disallowed or not reimbursed by the FTA for any reason, NETWORK may submit other eligible expenses for reimbursement to AUTHORITY in accordance with the ALIs identified in the FTA grant application. All payments made by AUTHORITY hereunder are subject to the audit provisions contained herein and within the Federal Grant.

I. NETWORK shall comply with and ensure that work performed under this Agreement is done in compliance with all applicable provisions of federal, state and local laws, statutes, ordinances, rules, regulations and procedural requirements, including without limitation, Federal Acquisition Regulations (FAR) and the applicable requirements and regulations of AUTHORITY. NETWORK acknowledges responsibility for obtaining copies of and complying with

the terms of the most recent federal, state or local laws and regulations and AUTHORITY requirements, including any amendments thereto.

ARTICLE 6. IT IS MUTUALLY UNDERSTOOD AND AGREED:

All PARTIES agree to the following responsibilities:

A. This Agreement shall commence upon execution by both PARTIES and shall continue in full force and effect through June 30, 2027. This Agreement may only be extended upon mutual agreement by both PARTIES. The amount of funding assistance to be provided by AUTHORITY will be based on information retrieved from the National Transit Database (NTD) reporting for modes of services operated by NETWORK, unit values distributed by FTA for the respective Fiscal Year (FY), and based on the annual congressional appropriations.

B. This Agreement supersedes Cooperative Agreement No. C-7-1760 between AUTHORITY and NETWORK. Any funds distributed under Cooperative Agreement No. C-7-1760 shall be deducted from the obligation under this Agreement.

C. This Agreement may be terminated by either PARTY after giving ninety (90) days written notice. If NETWORK becomes a direct recipient of federal funds at any time during the term of this Agreement, NETWORK may terminate this Agreement after giving AUTHORITY ninety (90) days written notice.

D. This Agreement may be amended in writing at any time by the mutual consent of both PARTIES. No amendment shall have any force or effect unless executed in writing by both PARTIES.

E. The persons executing this Agreement on behalf of the PARTIES hereto warrant that they are duly authorized to execute this Agreement on behalf of said PARTIES and that, by so executing this Agreement, the PARTIES hereto are formally bound to the provisions of this Agreement.

F. All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person or

by depositing said notices in the U.S. mail, registered, or certified mail and addressed as follows:

To NETWORK:

Anaheim Transportation Network
1354 South Anaheim Boulevard
Anaheim, California 92805

Attention: Diana Kotler
Executive Director
(714) 563-5287
dkotler@atnetwork.org

To AUTHORITY:

Orange County Transportation Authority
550 South Main Street
P. O. Box 14184
Orange, CA 92863-1584

Attention: Luis Martinez
Contract Administrator
(714) 560-5767
Lmartinez1@octa.net

C: P. Sam Kaur, Department Manager,
Revenue and Grants Administration

G. The headings of all sections of this Agreement are inserted solely for the convenience of reference and are not part of and not intended to govern, limit or aid in the construction or interpretation of any terms or provision thereof.

H. The provision of this Agreement shall bind and inure to the benefit of each of the PARTIES hereto and all successors or assigns of the PARTIES hereto.

I. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder to this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

J. This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile signatures will be permitted.

K. Either PARTY shall be excused from performing its obligations under this

Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other PARTY; when satisfactory evidence of such cause is presented to the other PARTY, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the PARTY not performing.

ARTICLE 7. PROMPT PAYMENT CLAUSE

A. NETWORK agrees to pay any expenses related to reimbursement request such as, but not limited to, each contractor and subcontractors for the satisfactory work performed under this Agreement prior to submitting the Request for Reimbursement to AUTHORITY. , NETWORK agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. AUTHORITY reserves the right to request the appropriate documentation from NETWORK showing payment has been made to the subcontractors. Any delay or postponement of payment from the above referenced time frames may occur only for good cause following written approval by AUTHORITY. NETWORK agrees further to provide proof of payment documentation to AUTHORITY as part of the Request for Reimbursement.

B. Failure to comply with this provision or delay in payment without prior written approval from AUTHORITY will constitute noncompliance, which may result in appropriate administrative sanctions, including, but not limited to a penalty of two percent (2%) of the invoice amount due per month for every month that payment is not made.

C. These prompt payment provisions must be incorporated in all subcontract agreements issued by NETWORK under this Agreement.

ARTICLE 8. INDEPENDENT CONTRACTOR

NETWORK's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. NETWORK's personnel performing services under this Agreement shall at

all times be under NETWORK's exclusive direction and control and shall be employees of NETWORK and not employees of AUTHORITY. NETWORK shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

ARTICLE 9. CONFLICT OF INTEREST

NETWORK agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, NETWORK is unable, or potentially unable to render impartial assistance or advice to AUTHORITY; NETWORK's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or NETWORK has an unfair competitive advantage. NETWORK is obligated to fully disclose to AUTHORITY in writing Conflict of Interest issues as soon as they are known to NETWORK. 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 10. CODE OF CONDUCT

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

ARTICLE 11. ACCESS TO RECORDS AND REPORTS

Upon reasonable notice, NETWORK shall permit authorized personnel of the AUTHORITY, the U.S. Department of Transportation (DOT), the Comptroller General of the United States, or other agents of AUTHORITY, such access to NETWORK's accounting books, records, payroll documents and facilities of the NETWORK which are directly pertinent to this Agreement for the purposes of examining, auditing and inspecting all accounting books, records, work data, documents and activities related hereto. NETWORK 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 NETWORK'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. NETWORK shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

ARTICLE 12. PROHIBITION ON PROVIDING ADVOCACY SERVICES

NETWORK and all subcontractors 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 NETWORK or subcontractor. Failure to refrain from such representation may result in termination of this Agreement after 15 days written notice is provided by AUTHORITY to NETWORK.

ARTICLE 13. FEDERAL, STATE AND LOCAL LAWS

NETWORK 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 14. EQUAL EMPLOYMENT OPPORTUNITY

In connection with its performance under this Agreement, NETWORK shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. NETWORK 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 15. CIVIL RIGHTS ASSURANCE

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

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

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

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

D. Information and Reports: NETWORK shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the AUTHORITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a NETWORK is in the exclusive possession of another who fails or refuses to furnish this information the NETWORK shall so certify to the AUTHORITY as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the NETWORK's noncompliance with nondiscrimination provisions of this Agreement, the AUTHORITY shall impose Agreement sanctions

as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the NETWORK under the Agreement until the NETWORK complies; and/or

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

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

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

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

ARTICLE 16. PROHIBITED INTERESTS

A. NETWORK 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.

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

ARTICLE 17. PRIVACY ACT

NETWORK shall comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. Among other things, NETWORK agrees to obtain the express consent of the Federal Government before NETWORK or its employees operate a system of records on behalf of the Federal Government. NETWORK understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

ARTICLE 18. INCORPORATION OF FTA TERMS:

All provisions required by DOT, whether or not expressly set forth in this document, as set forth in FTA Circular's 9030.1D, 4220.1F, and 5010.1D, as amended and FTA's Master Cooperative Agreement are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Cooperative Agreement. NETWORK shall not perform any act, fail to perform any act, or refuse to comply with any requests, which cause AUTHORITY to be in violation of the FTA terms or conditions.

ARTICLE 19. FEDERAL CHANGES

NETWORK shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement between AUTHORITY and FTA , as they may be amended or promulgated from time to time during

this Agreement. NETWORK's failure to comply shall constitute a material breach of contract.

ARTICLE 20. ALCOHOL AND DRUG POLICY

A. NETWORK agrees to establish and implement an alcohol and drug program that complies with 49 Code of Federal Regulations Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or AUTHORITY, to inspect the facilities and records associated with the implementation of the alcohol and drug testing program as required under 49 CFR Part 655 and review the testing process.

B. NETWORK agrees further to certify annually its compliance with Part 655 and to submit the Management Information System reports to, and when requested by, AUTHORITY's Project Manager and AUTHORITY's Alcohol and Drug Program Manager. To certify compliance NETWORK shall use the "Substance Abuse Certifications" and the "Annual List of Certifications and Assurances for Federal Transit Administration (FTA) Grants and Cooperative Agreements," which is published annually in the Federal Register.

C. On an annual basis, and no later than February 15 of each year, NETWORK shall submit to AUTHORITY's People and Community Engagement Division annual drug and alcohol testing data using the appropriate FTA prescribed forms. The report shall cover testing conducted during the previous calendar year. It shall be addressed as follows:

OCTA People and Community Engagement

Attn: Alcohol and Drug Program Manager

550 South Main Street

P. O. Box 14184

Orange, CA 92863-1584

D. Using the EZ format prescribed by the FTA for the annual report, NETWORK shall send a quarterly drug and alcohol testing report to the Project Manager, with a copy to the Alcohol and Drug Program Manager in People and Community Engagement Division. The quarterly report must

be submitted no later than the 15th of the month following the close of each quarter (April, July, October, January).

E. NETWORK agrees further to submit upon request a copy of the Policy Statement developed to implement its alcohol and drug testing program.

F. Failure to comply with this Article may result in nonpayment or termination of this Cooperative Agreement.

ARTICLE 21. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

ARTICLE 22. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

B. NETWORK also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an agreement connected with a project that is financed in whole or part with Federal assistance awarded by FTA under the authority of 49 U.S.C. §§5316/5317, the Government reserves the right to impose the penalties of 18 U.S.C. §§1001 et seq. and 49 U.S.C. §§5316/5317 on NETWORK, to the extent the Federal Government deems appropriate. NETWORK agrees to include this requirement in all of its subcontracts.

ARTICLE 23. RECYCLED PRODUCTS

NETWORK shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. §6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in subpart B of 40 CFR Part 247. NETWORK agrees to include this requirement in all of its subcontracts.

ARTICLE 24. LOBBYING

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

ARTICLE 25. ENERGY CONSERVATION REQUIREMENTS

NETWORK shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy

Policy Conservation Act.

ARTICLE 26. CLEAN AIR

NETWORK shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. NETWORK shall report each violation to AUTHORITY, who will in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. NETWORK agrees to include this requirement in all of its subcontracts.

ARTICLE 27. CLEAN WATER REQUIREMENTS

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

ARTICLE 28. DEBARMENT AND SUSPENSION

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

ARTICLE 29. NEW FEDERAL FUNDING NOT COVERED BY THIS AGREEMENT

AUTHORITY and NETWORK agree that should a new source of federal funding for transportation purposes become available to AUTHORITY, AUTHORITY shall, at NETWORK's request, agree to engage in good faith discussions with NETWORK regarding NETWORK's eligibility for such federal funding. In no event shall this ARTICLE be read to require AUTHORITY to allocate any such funding to NETWORK and AUTHORITY shall retain full discretion as to the allocation and use of such federal funds. It is intended that the ARTICLE shall only apply to funding not covered under this Agreement.

This Cooperative Agreement shall be made effective upon execution by both PARTIES.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Cooperative Agreement No. C-2-2777 to be executed on the date first above written.

**ANAHEIM TRANSPORTATION
NETWORK**

By: _____
Diana Kotler
Executive Director

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
Darrell Johnson
Chief Executive Officer

APPROVED AS TO FORM:

By: _____
James Donich
General Counsel

APPROVED:

By: _____
Andrew Oftelie
Chief Financial Officer



COMMITTEE TRANSMITTAL

September 26, 2022

To: Members of the Board of Directors

From: Andrea West, Interim Clerk of the Board *Andrea West*

Subject: Amendment to Agreement for System Manager and Business Analyst Support Services

Finance and Administration Committee Meeting of September 14, 2022

Present: Directors Goodell, Harper, Hennessey, Hernandez, Jones, Muller, and Sarmiento

Absent: None

Committee Vote

This item was passed by the Members present.

Committee Recommendation

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 1 to Agreement No. C-1-3495 between the Orange County Transportation Authority and Carpe Datum, in the amount of \$158,380, to provide continued system manager and business analyst support services through March 31, 2023. This will increase the maximum obligation of the agreement to a total contract value of \$397,340.



September 14, 2022

To: Finance and Administration Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Amendment to Agreement for System Manager and Business Analyst Support Services

Overview

On October 4, 2021, the Orange County Transportation Authority entered into an agreement with Carpe Datum for a one-year term to provide system manager and business analyst support services for various financial systems used by the Financial Planning and Analysis Department. An amendment is needed for continued system manager and business analyst support services.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 1 to Agreement No. C-1-3495 between the Orange County Transportation Authority and Carpe Datum, in the amount of \$158,380, to provide continued system manager and business analyst support services through March 31, 2023. This will increase the maximum obligation of the agreement to a total contract value of \$397,340.

Discussion

The Orange County Transportation Authority's (OCTA) Financial Planning and Analysis (FP&A) Department contracts with Carpe Datum to provide system development, ongoing systems maintenance, verification of data integrity, training for newly developed workspaces, as well as for recommendations to FP&A management regarding the impact of future improvement of financial models and technology trends.

FP&A is in the process of migrating from a custom, in-house built application called BUDBAR, that was used for budgeting, budget maintenance, variance reporting, and ad hoc analysis, to Oracle's Enterprise Planning and Budgeting Cloud Services (PBCS), which is a cloud-based off-the-shelf application. OCTA has already migrated budget development, budget reporting and ad hoc analysis

functions to the PBCS system. Given the versatility of the PBCS system, OCTA has also begun the process of migrating its long-range planning and forecasting, contract oversight, and performance measurement functions to the PBCS system with the goal of having all of the areas tied together through workspaces and dashboards in lieu of separate Excel files tied together with manual processes. Additional hours not originally anticipated are being invested to build these workspaces and dashboards for the additional functionality.

In order to accommodate the inclusion of the additional functionality provided by the workspaces and dashboards, the timeline of migrating BUDBAR to PBCS has been revised. Additional funds are needed to accommodate additional workload for ongoing system manager and business analyst support services provided by Carpe Datum.

Carpe Datum is responsible for ensuring the stability of FP&A's systems and integrity of the data during the migration, as well as ensuring the system operates efficiently and interfaces properly with other financial systems, including accounting, procurement, and payroll. Carpe Datum is also responsible for working with FP&A staff to develop new systems, workspaces, reports, improve work efficiency and quality of reporting within the FP&A Department. Furthermore, Carpe Datum provides technical leadership in the development of financial and business planning models for grant reimbursement, labor reporting, and cost-benefit analyses.

Procurement Approach

The procurement was originally handled in accordance with OCTA's Board of Directors-approved policies and procedures for professional and technical services. On October 4, 2021, OCTA entered into an agreement with Carpe Datum in the amount of \$238,960 for a one-year term effective through September 30, 2022.

An amendment is needed to extend the term of the agreement an additional six months through March 31, 2023 and increase the maximum obligation in the amount of \$158,380, bringing the total contract value to \$397,340. This increase will allow Carpe Datum to continue providing services to accommodate additional workload. The extension will also allow sufficient time to complete a new procurement for system manager and business analysis support services and establish a new agreement.

The budget for this amendment is deemed fair and reasonable as it takes into consideration the increased level of effort. Additionally, effective October 1, 2022

the fully-burdened labor rate will increase from \$120 per hour to \$125 per hour, which represents a 4.2 percent increase. This percentage increase is less than the consumer price index increase used in the independent cost estimate from the OCTA project manager and therefore deemed fair and reasonable.

Fiscal Impact

The local funds allocated for this agreement are included in OCTA's Finance and Administration Division Fiscal Year 2022-23 Budget; Financial Planning and Analysis Account No. 1250-7519-A5266-CAV.

Summary

Staff is recommending the Board of Directors authorize the Chief Executive Officer to negotiate and execute Amendment No. 1 to Agreement No. C-1-3495 with Carpe Datum, in the amount of \$158,380, to provide continued system manager and business analyst support services through March 31, 2023.

Attachment

- A. Carpe Datum, Agreement No. C-1-3495 Fact Sheet

Prepared by:



Victor Velasquez
Department Manager, Financial
Planning and Analysis
(714) 560-5592

Approved by:



Andrew Oftelie
Chief Financial Officer
Finance and Administration
(714) 560-5649



Pia Veaspen
Director, Contracts Administration and
Materials Management
(714) 560-5619

**Carpe Datum
Agreement No. C-1-3495
Fact Sheet**

1. October 4, 2021, Agreement No. C-1-3495, \$238,960, approved by the Contracts Administration and Materials Management Department.
 - Agreement to provide a system manager and business analyst to support various systems related to the Orange County Transportation Authority's financial functions.
 - One-year term effective October 4, 2021 through September 30, 2022.
2. September 26, 2022, Amendment No. 1 to Agreement No. C-1-3495, \$158,380, pending approval by the Board of Directors.
 - Increase maximum cumulative obligation for additional system manager and business analyst support services through March 31, 2023.

Total committed to Carpe Datum under Agreement No. C-1-3495: \$397,340.



September 26, 2022

To: Members of the Board of Directors

From: Darrell E. Johnson, Chief Executive Officer

Subject: Approval to Release Request for Proposals for Information Technology Contracted Technical Staffing

Overview

The Orange County Transportation Authority's Information Systems Department requires long-term contracted staffing for various technical positions. Staff has developed a draft request for proposals to initiate the competitive process to select a firm to provide technical consulting staffing services for the Information Systems Department.

Recommendations

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 2-2746 to provide information technology contracted technical staffing.
- B. Approve the release of Request for Proposals 2-2746 to provide information technology contracted technical staffing for a five-year term.

Discussion

Since consolidation in 1991, the Orange County Transportation Authority (OCTA) has continually sought to improve the way in which business is conducted by identifying opportunities for privatization and contracting. By contracting various technical positions, the Information Systems (IS) Department has been able to extend the coverage of the existing full-time staff to best meet changing workloads of the IS Department. Staffing needs are evaluated annually; however, on average, 15 to 20 full-time equivalent positions are contracted. Supplemental consulting staffing allows the IS Department to quickly adjust resources based on overall workload and projects. The contracted technical staff responsibilities will include supporting OCTA's project management, business applications and the associated infrastructure-related positions, including databases, data warehousing, network, and operating

systems, as well as server and desktop hardware. This has also allowed OCTA's in-house staff to concentrate on the newer technologies, such as business intelligence, server computing, data center virtualization, and end-user collaboration platforms.

The current contract for this service will expire March 31, 2023. As a result, the development of a request for proposals (RFP) to meet these needs was prepared.

Procurement Approach

OCTA's Board of Directors (Board)-approved procurement policies and procedures require that the Board approve all RFPs over \$1,000,000, as well as approve the evaluation criteria and weightings. Staff is submitting for Board approval the draft RFP and evaluation criteria and weightings, which will be used to evaluate proposals received in response to the RFP.

The proposed evaluation criteria and weightings are as follows:

- Qualifications of the Firm 25 percent
- Staffing and Project Organization 20 percent
- Work Plan 30 percent
- Cost and Price 25 percent

Qualifications of the firm is weighted at 25 percent as the firm must have the experience and resources necessary to meet the immediate and long-term staffing requirements of this contract. Staffing and project organization is weighted at 20 percent as it is critical for the firm to have experienced and qualified in-house staff to achieve the requirements set forth in the scope of work. Work plan is weighted at 30 percent as the firm must be able to demonstrate their understanding of the project scope and their approach to providing information technology consultants with the required skill levels and experience. Cost and price is also assigned 25 percent to ensure that OCTA receives competitive pricing and value for the services provided.

The contract resulting from this procurement will be for a term of five years. The budget available for this procurement is approximately \$23,621,941.

This RFP will be released upon Board approval of these recommendations.

Fiscal Impact

Funds for the first year of these services are approved in OCTA's Fiscal Year 2022-23 Budget, Finance and Administration/Information Systems, account nos.: 1282-7519-A5354-2YH / 1282-7519-A5354-OXW / 1282-7519-A5354-OYY / 1282-7519-A5354-9S4 / 1282-7519-A5354-9SC / 1282-7519-A5354-070 / 1285-7519-A5359-TSP / 1283-7519-A5352-9TU / 1284-7519-A5352-0X2 / 1284-7519-A5352-2M2 / 1284-7519-A5352-41A / 1284-7519-A5352-07Z. These are funded through local funds. The funding for each subsequent year will be included within that fiscal year's budget.

Summary

Board of Directors' approval is requested to release RFP 2-2746 for information technology contract technical staffing and approve the proposed evaluation criteria and weightings.

Attachment

- A. Draft Request for Proposals (RFP) 2-2746, Information Technology Contract Technical Staffing

Prepared by:

Approved by:



Lloyd Sullivan
Chief Information Officer,
Information Systems
714-560-5957

Andrew Oftelie
Chief Financial Officer,
Finance and Administration
714-560-5649



Pia Veesapen
Director, Contracts Administration and
Materials Management
714-560-5619

DRAFT REQUEST FOR PROPOSALS (RFP) 2-2746

**INFORMATION TECHNOLOGY
CONTRACTED TECHNICAL
STAFFING**



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

Key RFP Dates

Issue Date:	September 26, 2022
Pre-Proposal Conference Date:	October 4, 2022
Question Submittal Date:	October 6, 2022
Proposal Submittal Date:	October 24, 2022
Interview Date:	November 17, 2022

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September 26, 2022

NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP 2-2746: “INFORMATION TECHNOLOGY CONTRACTED TECHNICAL STAFFING”

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to **provide Information Technology contracted technical staffing.**

The budget for this project is \$23,621,941 for a five (5)-year term.

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

Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of 2:00 p.m. on October 24, 2022. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.

Offerors are instructed to click the upload link, select “**RFP 2-2746**” from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

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

Firms interested in obtaining a copy of this RFP may do so by downloading the RFP from CAMM NET at <https://cammnet.octa.net>.

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

To receive all further information regarding this RFP 2-2746, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u>	<u>Commodity:</u>
Human Resource & Employment Services	Employment Search Service Outplacement Service - Recruitment Temporary Employment Service
Professional Consulting	Consultant Services - General Computer Hardware Consulting Computer Network Consulting Computer Software Consulting
Professional Services	Programming Services, Computer

A pre-proposal conference will be held via teleconference on October 4, 2022, at 9:00 a.m.. Prospective Offerors may join or call-in using the following credentials:

- [Click here to join the meeting](#)
- OR Call-in Number: 916-550-9867
- Conference ID: 289 323 928 525

An on-site/in-person conference will not be held. A copy of the presentation slides and pre-proposal conference registration sheet(s) will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established November 17, 2022, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

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

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held via teleconference on October 4, 2022, at 9:00 a.m.. Prospective Offerors may join or call-in using the following credentials:

- [Click here to join the meeting](#)
- OR Call-in Number: 916-550-9867
- Conference ID: 289 323 928 525

An on-site/in-person conference will not be held. A copy of the presentation slides and pre-proposal conference registration sheet(s) will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to attend the pre-proposal conference.

B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA

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

D. AUTHORITY CONTACT

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

Yarida Guzman, Senior Contract Administrator
Contracts Administration and Materials Management Department
Phone: 714.560.5077
Email: yguzman@octa.net

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no offeror, subcontractor, lobbyist or agent hired by the offeror shall have any contact or communications regarding this

RFP with any Authority's staff; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any offeror, subcontractor, lobbyist or agent hired by the offeror that engages in such prohibited communications may result in disqualification of the offeror at the sole discretion of the Authority.

E. CLARIFICATIONS

1. Examination of Documents

Should an Offeror require clarifications of this RFP, the Offeror shall notify the Authority in writing in accordance with Section E.2. below. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter which will be sent to all firms registered on CAMM NET under the commodity codes specified in this RFP.

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and received via e-mail at yguzman@octa.net no later than 5:00 p.m., on October 6, 2022.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions RFP 2-2746" in the subject line of the e-mail. The Authority is not responsible for failure to respond to a request that has not been labeled as such.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than October 11, 2022. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via email.

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

Category:
Human Resource &
Employment Services

Commodity:
Employment Search Service
Outplacement Service -
Recruitment
Temporary Employment
Service

Professional Consulting	Consultant Services - General Computer Hardware Consulting Computer Network Consulting Computer Software Consulting
Professional Services	Programming Services, Computer

Inquiries received after 5:00 p.m. on October 6, 2022 will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of **2:00 p.m. on October 24, 2022. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.**

Offerors are instructed to click the upload link, select “**RFP 2-2746**” from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

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

2. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to issue a new RFP for the project.
- d. The Authority reserves the right to postpone proposal openings for its own convenience.
- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services

described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.

- f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.
- g. Submitted proposals are not to be copyrighted.

G. PRE-CONTRACTUAL EXPENSES

The Authority shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.

Pre-contractual expenses are defined as expenses incurred by Offeror in:

- 1. Preparing its proposal in response to this RFP;
- 2. Submitting that proposal to the Authority;
- 3. Negotiating with the Authority any matter related to this proposal; or
- 4. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

H. JOINT OFFERS

Where two or more firms desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The Authority intends to contract with a single firm and not with multiple firms doing business as a joint venture.

I. TAXES

Offerors' proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes. Offeror is responsible for payment of all taxes for any goods, services, processes and operations incidental to or involved in the contract.

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a time-and-expense with fully-burdened labor rates and anticipated expenses for work specified in the scope of work, included in this RFP as Exhibit A. This contract is for a five (5) year term.

L. CONFLICT OF INTEREST

All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships or contracts, an Offeror is unable, or potentially unable to render impartial assistance or advice to the Authority; an Offeror's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or an Offeror has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the Offeror's proposal.

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

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

M. CODE OF CONDUCT

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

N. OWNERSHIP OF RECORDS/PUBLIC RECORDS ACT

All proposals and documents submitted in response to this RFP shall become the property of the Authority and a matter of public record pursuant to the California Public Records Act, Government Code sections 6250 et seq. (the "Act"). Offerors should familiarize themselves with the provisions of the Act requiring disclosure of public information. Offerors are discouraged from marking their proposal documents as "confidential" or "proprietary."

If a Proposal does include "confidential" or "proprietary" markings and the Authority receives a request pursuant to the Act, the Authority will endeavor (but cannot guarantee) to notify the Offeror of such a request. In order to protect any information submitted within a Proposal, the Offeror must pursue, at its sole cost

and expense, any and all appropriate legal action necessary to maintain the confidentiality of such information. The Authority generally does not consider pricing information, subcontractor lists, or key personnel, including resumes, as being exempt from disclosure under the Act. In no event shall the Authority or any of its officers, directors, employees, agents, representatives, or consultants be liable to a Offeror for the disclosure of any materials or information submitted in response to the RFP or by failing to notify a Offeror of a request seeking its Proposal. The Authority reserves the right to make an independent decision to disclose records and material.

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

SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12-point font, double-spaced. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

2. Letter of Transmittal

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

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

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing

capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.
- (5) Identify all firms hired or retained to provide lobbying or advocating services on behalf of the Offeror by company name, address, contact person, telephone number and email address. This information is required to be provided by the Offeror immediately during the evaluation process, if a lobbyist or advocate is hired or retained.
- (6) Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.
- (7) Complete the Phase 2 Evaluation Requirements Questionnaire.

b. Proposed Staffing and Project Organization

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

Offeror to:

- (1) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.
- (3) Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project by individual task.
- (4) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.
- (6) Complete the Phase 2 Evaluation Requirements Questionnaire.

c. Work Plan

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

Offeror to:

- (1) Describe the approach to completing the work specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially the recruitment activities that would be undertaken in completing the work and specify who would perform them.
- (3) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
- (4) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.

- (5) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.
- (6) Indicate adequacy of labor resources and recruiting practices.
- (7) Include a statement indicating ability to begin work with minimum notice.
- (8) Provide the types of testing used by the Offeror to establish the qualifications of its personnel and their suitability to perform the work described in the Scope of Work.
- (9) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.
- (10) Discuss the firm's contract-to-hire policy for contract employees.
- (11) Discuss available benefits offered to the firm's long-term contract employees.
- (12) Describe the transition process of the current contract personnel consisting of one (1) Business Analyst Senior, (1) Transit Business Analyst, (2) Programmer Analyst, (4) IS Project Managers, (1) IS Project Manager – Operations Security, (1) Business Intelligence (BI) Analyst (Business Objects/Qlikview), (1) Data Warehouse Architect, (1) Database Administrator, (1) Help Desk Administrator, (2) Desktop Technicians, (1) System Engineer, (1) Network Engineer and (3) Applications Analyst.
- (13) Describe its ability to provide Personnel with the business knowledge, technical knowledge and qualifications outlined in the job descriptions for each position without any loss of service or performance levels to OCTA.
- (14) Complete the Phase 2 Evaluation Requirements Questionnaire.

d. Exceptions/Deviations

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C), using the form entitled "Proposal Exceptions and/or Deviations" included in this RFP. This Proposal Exceptions and/or Deviations form must be included in the original proposal submitted by the Offeror. If no technical or contractual exceptions and/or deviations

are submitted as part of the original proposal, Offerors are deemed to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form or any technical and/or contractual exceptions after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

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

4. Cost and Price Proposal

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

5. Appendices

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

B. FORMS**1. Campaign Contribution Disclosure Form**

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

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

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

2. Status of Past and Present Contracts Form

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

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

3. Proposal Exceptions and/or Deviations Form

Offerors shall complete the form entitled "Proposal Exceptions and/or Deviations" provided in this RFP and submit it as part of the original proposal. For each exception and/or deviation, a new form should be used, identifying the exception and/or deviation and the rationale for requesting the change. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed nor considered by the Authority.

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

The Authority will evaluate the offers received based on a two-phase process. The following criteria will be used for each phase of evaluation:

A. PHASE 1 – MINIMUM REQUIREMENTS

Phase 1 of the evaluation process will identify those Offerors that are best suited to meet the needs and objectives of the Authority. An Offeror must pass all criteria in Phase 1 of evaluation to move onto Phase 2 of the evaluation process. Offerors who do not pass Phase 1 will be eliminated and no longer be considered for contract award.

Questions pertaining to Phase 1 are included in Exhibit A, Subpart 2.1, "Phase 1: Minimum Requirements Questionnaire."

B. PHASE 2 – DETAILED EVALUATION CRITERIA

Phase 2 of the evaluation process will be a detailed review and analysis in the following areas:

1. Qualifications of the Firm 25%

Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience, and technical competence of subcontractors; assessment by client references; responses to Phase 2 Evaluation Requirements Questionnaire.

2. Staffing and Project Organization 20%

Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel; responses to Phase 2 Evaluation Requirements Questionnaire.

3. Work Plan 30%

Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation; reasonableness of proposed schedule; comprehensive recruitment program/plan; utility of suggested technical or procedural innovations; responses to Phase 2 Evaluation Requirements Questionnaire.

4. Cost and Price**25%**

Reasonableness of the rates and competitiveness with other offers received; adequacy of data in support of figures quoted.

B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established November 17, 2022, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

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

At the conclusion of the evaluation process, the evaluation committee will recommend to the Finance and Administration Committee, the Offeror with the highest final ranking or a short list of top ranked firms within the competitive range whose proposal(s) is most advantageous to the Authority. The Board Committee will review the evaluation committee's recommendation and forward its recommendation to the Board of Directors for final action.

C. AWARD

The Authority's Board of Directors will consider the selection of the firm(s) recommended by the Board Committee.

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

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

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

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

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

Offerors who were not awarded the contract may obtain a debriefing concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and the Authority must receive it within three (3) business days of notification of the contract award.

EXHIBIT A: SCOPE OF WORK

SCOPE OF WORK

INFORMATION TECHNOLOGY CONTRACTED TECHNICAL STAFFING

BACKGROUND

The Orange County Transportation Authority (OCTA) is a multi-modal transportation agency serving Orange County, California. OCTA keeps Orange County moving with countywide bus and paratransit service, Metrolink rail service, the 91 Express Lanes toll facility, freeway, street and road improvement projects, motorist aid services and by regulating taxi operations. The mission of OCTA is to enhance the quality of life in Orange County by delivering safer, faster, and more efficient transportation solutions.

INTRODUCTION

This Request for Proposals (RFP) is to select a staffing Firm ("Firm") to provide long-term staffing contract personnel ("Personnel") for the OCTA's Information Systems (IS) Department. Required positions shall be staffed with Associate-, Mid-, Senior- and/or Principal-level Personnel, per OCTA's specified requirements, with ever increasing job responsibilities and complexity. The length of this contract will be for five (5) years. The typical workweek will be forty (40) hours in duration. However, Personnel should be willing to work overtime, if needed. Personnel will be assigned to OCTA's Administrative Offices located at 600 South Main Street, Orange, California location.

The following are the position titles for which the firm "may" need to recruit, transition, or replace, if and when is needed and/or approved by OCTA. Note: This table is not intended to suggest the Firm is to initiate recruitment for the various titles and levels of seniority at this time.

	Position Title	Associate	Mid	Senior	Principal
1	Business Analyst		X	X	
2	Transit Business Analyst		X	X	
3	Programmer Analyst	X	X	X	
4	IS Project Manager		X	X	
5	IS Project Manager – Operations Security			X	
6	Business Intelligence (BI) Analyst (Business Objects/Qlikview)		X	X	
7	Data Warehouse Architect		X	X	X
8	Database Administrator		X	X	
9	Help Desk Technician			X	
10	Desktop Technician		X	X	
11	System Engineer			X	
12	Network Engineer			X	
13	Applications Analyst	X	X	X	X

1. DEFINITIONS:

- 1.1. Firm shall refer to proposing firm(s).
- 1.2. Personnel shall refer to Information Technology Staff (IT) working for OCTA.
- 1.3. Candidates shall refer to potential "Personnel."
- 1.4. Administrative Staff shall refer to the Firm's in-house staff.

2. FACILITY AND WORK INFORMATION

- 2.1. Personnel assigned to OCTA shall report to work dressed in business casual attire appropriate to the position.
- 2.2. Personnel assignments normally will be performed between the hours of 7:00 a.m. and 6:00 p.m. (Pacific Time), Monday through Friday. However, specific working hours and the duration of assignments may vary from each individual assignment. Overtime may be required.
- 2.3. OCTA retains all rights to intellectual property created by Consultants retained under this contract. This includes but is not limited to the following: interfaces, programming code, documentation.
- 2.4. Personnel will be provided with office space, phone, office supplies, OCTA's standard personal computer and all the software required to meet the job requirements of the requested positions
- 2.5. Personnel will be provided with parking validation. OCTA may issue parking key cards to Consultants placed on a long-term basis. There is a \$30 replacement cost assessed for a lost parking card.
- 2.6. Firm's Administrative Staff ("Administrative Staff") and Personnel working conditions will be subject to OCTA's Covid-19 health and safety guidelines.
- 2.7. Personnel shall be assigned to OCTA's administrative offices located at:
600 South Main Street, Orange, CA 92868.
- 2.8. Administrative Staff and/or Personnel may be required to meet on occasion at OCTA's properties in the cities of Santa Ana, Garden Grove, Anaheim, and Irvine.
- 2.9. OCTA supports a drug free workplace.

3. REQUIREMENTS

3.1. PHASE 1: Minimum Requirements Questionnaire

As noted in Section III of the RFP (Evaluation and Award), Firm must pass all criteria in Phase 1 of evaluation to move onto the Phase 2 of the evaluation process. Offerors who do not pass this Phase 1 will be eliminated and no longer be considered for contract award.

Please use the following table to respond to the requirements using one (1) of the following two (2) responses:

- Y=Yes, the Firm can fully meet the requirement without exception;
- N=No, the Firm cannot meet the requirement;

Minimum Requirements	(Y,N)
1. Does your Firm have, at minimum, ten (10) years of experience as an established “staffing services” firm, in the field of information technology?	
2. Does your Firm employ, at a minimum, five (5) in-house Administrative Staff (part-time is permissible) to support your Firm’s existing accounts? OCTA will require the Firm to have a minimum of five (5) in-house Administrative Staff (part-time is permissible) to manage and support this Contract, including but not limited to: <ul style="list-style-type: none"> a) Firm Owner (accountable for the operations of the Firm). b) Account Manager (or equivalent role). Responsible for escalation / issue resolution, and overall account management. (8+ years of experience) c) Account Executive (or equivalent role). Responsible for day-to-day support. (5+ years of experience) d) Recruiter(s) (or equivalent role) with information-technology recruiting experience. Responsible for Candidate review, placement, and onboarding. (5+ years of experience) e) Sourcing Agent(s) (or equivalent role) with information-technology sourcing experience. Responsible for finding, reviewing, vetting, and recommending Candidates. (5+ years of experience) f) Billing / Payroll (or equivalent role). Responsible for financial-related transactions. (5+ years of experience) g) HR Administrator (or equivalent role). Responsible for providing human resources support and management for the Personnel (5+ years of experience) h) Benefits Administrator (or equivalent role). Responsible for providing benefits-related support and management for the Personnel. (5+ years of experience) i) Training Manager (or equivalent role). Responsible for training-related support and management for the Personnel. (3+ years of experience) 	

<p>j) Screening Administrator (or equivalent role). Responsible for managing drug screening, employment-, education-, and background-checks. (3+ years of experience)</p> <p>(It is permissible for one (1) person to support multiple job responsibilities, but no more than three (3).)</p>	
<p>3. Will the Firm provide the option for each Personnel to annually attend 'job relevant' technical training and certification courses? Trainings and/or certifications costs shall be at no cost to OCTA.</p>	
<p>4. Will the Firm agree to administer the annual mandatory cybersecurity and policy awareness training as required by OCTA and provide proof of completion? The materials for training and testing will be provided by OCTA.</p>	
<p>5. Does your Firm provide benefits for the long-term Personnel, including, but not limited to, the following: Medical, Dental, Vision, a minimum of twenty-six (26) days per year of Paid Time Off (PTO), and a Savings Investment Plan?</p>	
<p>6. Does the Firm utilize a modern on-line timekeeping software system to permit time-entry, and vacation requests by the Personnel, as well as time-review and approval capabilities by client's designated project manager(s)?</p>	

3.2. PHASE 2: Evaluation Requirements Questionnaire

Please follow the table format below to respond to the evaluation requirements. Use one (1) of these three (3) responses, including detailed explanations / detail descriptions as indicated below.

- Y=Yes, the Firm can fully meet the requirement without exception. If “Y”, explain how the Firm will meet the requirement;
- N=No, the Firm cannot meet the requirement. If “N”, explain why the Firm cannot meet the requirement;
- E=The Firm has an Exception to the requirement. If “E”, describe what the Firm can or cannot do and what the Firm’s approach is for meeting the requirement.

1. Qualifications, and Related Experience	Y, N, E
1.1. Firm shall provide and maintain its own administrative support throughout the entire contract term at no cost to OCTA, including, but not limited to, administrative and operational expenses, any travel-related costs and all other related expenses.	
1.2. The Firm shall provide a monthly report that details the training / certifications courses, participants, and training dates, and the equivalent annual dollar amount attributable to each Consultant for their training.	
1.3. Firm shall protect and enforce OCTA's exclusive rights to intellectual property created, or revised, by Consultants.	
1.4. Firm shall conduct monthly status meetings, and quarterly on-site meetings, with OCTA’s Section Managers. These meetings should include, but not be limited to, the following: review of Consultant issues, vacancies-fill status, billing status, Consultant training, staffing industry trends, and any other account-related topics or issues.	
1.5. The Firm shall provide a detailed description of the benefits offered to the Consultants.	
1.6. A maximum of 80 hours can be submitted on each Consultant’s timesheet within a 2-week period, unless pre-authorized by OCTA.	
1.7. The Firm shall provide a time-keeping software system that provides standard reporting capabilities.	
1.8. The Firm shall describe what additional staffing services the Firm will offer OCTA during the term of this agreement.	
1.9. The Firm shall describe any similar or previous experience related to this type of service.	

2. Staffing and Organization	Y, N, E
2.1. Firm shall assign in-house administrative staff to manage / monitor OCTA account responsibilities. Refer to 2.2 below for details.	
<p>2.2. Firm shall identify the name(s) of the administrative staff (part-time is permissible), who will be assigned to conduct each of the following job responsibilities. (It is permissible for one (1) person to support multiple job responsibilities, but no more than three (3).)</p> <ul style="list-style-type: none"> a) Firm Owner – Responsible and accountable for the operations of the Firm. b) Account Manager (or equivalent role). Responsible for escalation / issue resolution, and overall account management. (8+ years of experience) c) Account Executive (or equivalent role). Responsible for day-to-day support. (5+ years of experience) d) Recruiter(s) (or equivalent role) with information-technology recruiting experience. Responsible for Candidate review, placement, and onboarding. (5+ years of experience) e) Sourcing Agent(s) (or equivalent role) with information-technology sourcing experience. Responsible for finding, reviewing, vetting, and recommending Candidates. (5+ years of experience) f) Billing / Payroll (or equivalent role). Responsible for financial-related transactions. (5+ years of experience) g) HR Administrator (or equivalent role). Responsible for providing human resources support and management for the Consultants. (5+ years of experience) h) Benefits Administrator (or equivalent role). Responsible for providing benefits-related support and management for the Consultants. (5+ years of experience) i) Training Manager (or equivalent role). Responsible for training-related support and management for the Consultants. (3+ years of experience) j) Screening Administrator (or equivalent role). Responsible for managing drug screening, employment-, education-, and background-checks. (3+ years of experience) 	

3. Work Plan	Y, N, E																												
3.1. Personnel																													
<p>3.1.1. Firm shall transition, or replace (if transition is not successful), the following current full-time Personnel (maximum regular 10,400 hours each resource), if the position is not vacant, from 04/01/2023 to 03/31/2028):</p> <table border="1" data-bbox="443 443 1373 890"> <thead> <tr> <th>Count</th> <th>Title</th> </tr> </thead> <tbody> <tr><td>1</td><td>Business Analyst Senior</td></tr> <tr><td>1</td><td>Transit Business Analyst</td></tr> <tr><td>2</td><td>Programmer Analyst</td></tr> <tr><td>4</td><td>IS Project Manager</td></tr> <tr><td>1</td><td>IS Project Manager – Operations Security</td></tr> <tr><td>1</td><td>Business Intelligence (BI) Analyst (Business Objects/Qlikview)</td></tr> <tr><td>1</td><td>Data Warehouse Architect</td></tr> <tr><td>1</td><td>Database Administrator</td></tr> <tr><td>1</td><td>Help Desk Technician</td></tr> <tr><td>2</td><td>Desktop Technician</td></tr> <tr><td>1</td><td>System Engineer</td></tr> <tr><td>1</td><td>Network Engineer</td></tr> <tr><td>3</td><td>Applications Analyst</td></tr> </tbody> </table>	Count	Title	1	Business Analyst Senior	1	Transit Business Analyst	2	Programmer Analyst	4	IS Project Manager	1	IS Project Manager – Operations Security	1	Business Intelligence (BI) Analyst (Business Objects/Qlikview)	1	Data Warehouse Architect	1	Database Administrator	1	Help Desk Technician	2	Desktop Technician	1	System Engineer	1	Network Engineer	3	Applications Analyst	
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3.1.2. Firm shall describe the processes and procedures how it will fill the requirement of long-term staffing that is called for in this RFP, along with detailed justification for pricing.																													
3.1.3. Firm shall describe the processes and procedures to transition the current Personnel to the new contract, including clearly describing any potential challenges or negative impacts.																													
3.1.4. Firm shall describe in detail, if the current Personnel is not transitioned, how the Firm will guarantee that the replacement Personnel will perform and have the same business and technical knowledge as the current Personnel, without any cost, or loss of service, or performance levels to OCTA.																													
3.1.5. Firm shall describe how it will provide for a smooth transition between the current “Firm” and the newly awarded “Firm” in terms of administration, tools, processes, procedures, etc., including but not limited to timesheet review / approval process, how to access, configure and generate reports.																													
3.1.6. Firm shall meet all of OCTA's billing requirements. At minimum the invoices shall include the daily and bi-weekly total hours worked per Consultant broken down to reflect regular time, OCTA pre-approved overtime, paid time off.																													
3.1.7. Firm shall replace Personnel immediately, and at no cost to OCTA, should it be determined by OCTA that the Personnel is performing below requested levels of expertise within the first four (4) weeks of the assignment.																													

3.1.8. Firm shall credit charges for Personnel, a minimum eighty (80) hours, should Personnel be replaced due to lack of expertise.	
3.1.9. Firm shall ensure that Personnel will be able to work overtime should the need arise.	
3.1.10. Firm shall provide Personnel who are self-motivated, capable of meeting deadlines, and can work independently with minimal or no supervision.	
3.2. Recruitment	Y, N, E
3.2.1. Firm shall provide a minimum of five (5) qualified resumes for each required new candidate recruitment.	
3.2.2. Firm shall provide the initial resumes within forty-eight (48) hours after being notified by OCTA of a staffing need and shall make the appropriate effort to fill the position within four (4) weeks.	
3.2.3. Firm shall ensure that all submitted Candidates will be available for interview as requested by OCTA.	
3.2.4. Firm shall ensure that Candidates presented to OCTA will meet or exceed OCTA's minimum skill requirements.	
3.2.5. If a Candidate is selected, then the Firm will complete the Employment Screenings described in Section 6 (below) and provide results to OCTA for review.	
3.2.6. Firm shall review in detail the assignment responsibilities with the new Personnel to ensure the role and responsibilities are aligned with the Personnel's skills and interest.	
3.2.7. Firm shall disclose the methods for sourcing the Candidates, i.e., Indeed, Monster, LinkedIn, Facebook, proprietary database, etc.	
3.3. Candidate Screening	Y, N, E
3.3.1. Firm shall thoroughly screen all Candidates prior to placing them on assignment with OCTA.	
3.3.2. All Candidate's employment documentation, including resume, job skills testing, self-rating, source of recruitment, background checks and drug screening results, and their work application, shall be provided in accordance with applicable law and provided in a secure manner.	
3.3.3. Firm shall administer relevant Job Skills Testing for the skills and knowledge required for the assigned position.	

3.3.4. The wage rate paid to the Consultant shall not include any costs associated with drug screening, employment-, education-, and background-checks.																			
3.4. Pre-Employment Screenings and Background Checks	Y, N, E																		
3.4.1. Firm shall provide a detailed description of the pre-employment screening processes and procedures.																			
3.4.2. Drug Screening																			
3.4.2.1. OCTA is a drug-free workplace. Visitors, Vendors, and Consultants are governed by OCTA's Drug and Alcohol policy while performing services for OCTA and will not be permitted to provide services if found to be in violation of OCTA's Drug and Alcohol policy. The Firm will enforce OCTA's Drug and Alcohol policy (see Attachment "A")																			
<p>3.4.2.2. OCTA's acceptance of a Candidate is contingent upon successful completion of drug screening. Pursuant to the Department of Transportation and Federal Transit Administration regulations and OCTA standards, the drugs or classes of drugs to be tested and the applicable threshold levels for positive findings are as follows:</p> <table border="1" data-bbox="527 1098 1378 1656"> <thead> <tr> <th data-bbox="527 1098 966 1213"></th> <th data-bbox="966 1098 1144 1213">Initial Test Cut-Off Level</th> <th data-bbox="1144 1098 1378 1213">Confirmatory Test Cut-Off Level</th> </tr> </thead> <tbody> <tr> <td data-bbox="527 1213 966 1283">Marijuana Metabolites</td> <td data-bbox="966 1213 1144 1283">50 ng/ml</td> <td data-bbox="1144 1213 1378 1283">15 ng/ml</td> </tr> <tr> <td data-bbox="527 1283 966 1379">Cocaine Metabolites (Benzoyllecgonine)</td> <td data-bbox="966 1283 1144 1379">150 ng/ml</td> <td data-bbox="1144 1283 1378 1379">100 ng/ml</td> </tr> <tr> <td data-bbox="527 1379 966 1509">Opiates (morphine, codeine) Opiates (heroin, metabolite)</td> <td data-bbox="966 1379 1144 1509">2000 ng/ml 10 ng/ml</td> <td data-bbox="1144 1379 1378 1509">2000 ng/ml 10 ng/ml</td> </tr> <tr> <td data-bbox="527 1509 966 1593">Amphetamines/ Methamphetamines</td> <td data-bbox="966 1509 1144 1593">500 ng/ml</td> <td data-bbox="1144 1509 1378 1593">250 ng/ml</td> </tr> <tr> <td data-bbox="527 1593 966 1656">Phencyclidine (PCP)</td> <td data-bbox="966 1593 1144 1656">25 ng/ml</td> <td data-bbox="1144 1593 1378 1656">25 ng/ml</td> </tr> </tbody> </table>		Initial Test Cut-Off Level	Confirmatory Test Cut-Off Level	Marijuana Metabolites	50 ng/ml	15 ng/ml	Cocaine Metabolites (Benzoyllecgonine)	150 ng/ml	100 ng/ml	Opiates (morphine, codeine) Opiates (heroin, metabolite)	2000 ng/ml 10 ng/ml	2000 ng/ml 10 ng/ml	Amphetamines/ Methamphetamines	500 ng/ml	250 ng/ml	Phencyclidine (PCP)	25 ng/ml	25 ng/ml	
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3.4.2.3. Firm shall verify Candidate referred has successfully completed drug screening within the acceptable levels as stated in 6.2.2.																			

<p>3.4.2.4. Firm shall complete probable cause drug screening at the Authorities request on any Consultant that is reasonably suspected of possessing, using, or being under the influence.</p>	
<p>3.4.2.5. All cost associated with drug testing shall be included in the Firm's billing rate, not the actual wage rate paid to Consultants.</p>	
<p>3.4.3. Employment Background Check</p>	
<p>3.4.3.1. Prior to commencement of any assignment Firm shall conduct an employment background check covering the past ten (10) years. Firm shall advise OCTA of findings before Candidate is presented for employment.</p>	
<p>3.4.4. Education Background Check</p>	
<p>3.4.4.1. Prior to commencement of any assignment Firm shall conduct an education background check including school(s) attended, degrees/certifications earned. Firm shall advise OCTA of findings before Candidate is presented for employment.</p>	
<p>3.4.5. Criminal Background Check</p>	
<p>3.4.5.1. Prior to commencement of any assignment Firm shall conduct a criminal background check covering the past seven (7) years. Firm shall advise OCTA of findings before Candidate is presented for employment</p>	
<p>4. COST</p>	
<p>4.1. Firm shall provide pricing for all personnel in Exhibit B-Summary Sheet.</p>	
<p>4.2. For each Job Description and contract Year, the Firm shall disclose the billing rate amount, mark-up margin amount, mark-up margin percentage, hourly rate amount.</p>	

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BUSINESS ANALYST (SENIOR)

Under general guidance, responsible for business systems, including software systems / applications. These may include new systems, system upgrades, system enhancements, and system bugs/fixes. The Senior Business Analyst is responsible for managing all aspects of generally accepted knowledge areas related to business analysis. Capacity to manage a high level of complexity and ever-increasing job responsibilities, as needed.

General Duties:

1. Work on multiple projects concurrently.
2. Facilitate requirements / analysis meetings with project team members, including internal resources and external vendors.
3. Communicate effort statuses to Project Managers.
4. Request and manage user involvement. Pro-actively work with and guide Users to support analysis and documentation.
5. Leads team efforts related to business analysis, and provides leadership in relation to requirements gathering, testing- and training-efforts.
6. Acts as a mentor to lower-level Business Analysts, and Business Partners.
7. Facilitate and manage problem resolution.
8. Review, analyze, understand, document, present highly complex processes where existing processes may not be well documented by utilizing knowledge gained from past experience.
9. Author and manage the following documents and efforts to ensure they are concise, accurate and comprehensive: Scope of Work, business requirements, functional and non-functional requirements, process narratives, process and data flow diagrams, design documentation, interface diagrams, requirements traceability matrices, testing plans, test cases, test scenarios, system roadmaps, communication plans, and other project deliverables as described in the PMO Processes and Procedures.
10. Translate business documentation into system specifications.
11. Works in support of the Project Management Office (PMO), and in conformance with the specific PMO processes and procedures outlines.
12. For some assignments, OCTA may require this Senior Business Analyst to have unique application, system, or implementation experience. (Firm should confirm prior to recruitment efforts.)

Education and Experience

1. Education equivalent to a minimum of a bachelor's degree in business analysis, business administration, finance, or related field. Master's degree is preferred.
2. A minimum of approximately seven to twelve (7-12) years of professional level business analysis experience related to computer systems, business, finance,

human resources, marketing, or other business operations applications.

3. Current Project Management Certification (PMP) is preferred.
4. Highly proficient with MS Office, MS Project, MS Teams, and issue tracking software, such as Jira, MantisHub.
5. Clear, concise, and effective communicator, both verbal and written.

BUSINESS ANALYST (MID)

Under general guidance, responsible for business systems, including software systems / applications. These may include new systems, system upgrades, system enhancements, and system bugs/fixes. The Business Analyst is responsible for managing all aspects of generally accepted knowledge areas related to business analysis. Capacity to manage a high level of complexity and ever-increasing job responsibilities, as needed.

General Duties:

1. Work on multiple projects concurrently.
2. Facilitate requirements / analysis meetings with project team members, including internal resources and external vendors.
3. Communicate effort statuses to Project Managers.
4. Request and manage user involvement. Pro-actively work with and guide Users to support analysis and documentation.
5. Leads team efforts related to business analysis, and provides leadership in relation to requirements gathering, testing- and training-efforts.
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10. Translate business documentation into system specifications.
11. Works in support of the Project Management Office (PMO), and in conformance with the specific PMO processes and procedures outlines.
12. For some assignments, OCTA may require this Business Analyst to have unique application, system or implementation experience. (Firm should confirm prior to recruitment efforts.)

Education and Experience

1. Education equivalent to a minimum of a bachelor's degree in business analysis, business administration, finance, or related field.
2. A minimum of approximately five to seven (5-7) years of professional level business analysis experience related to computer systems, business, finance, human resources, marketing, or other business operations applications.
3. Current Project Management Certification (PMP) is preferred.
4. Highly proficient with MS Office, MS Project, MS Teams, and issue tracking software, such as Jira, MantisHub.
5. Clear, concise, and effective communicator, both verbal and written.

TRANSIT BUSINESS ANALYST (SENIOR)

Under general guidance, works with Information Systems team leadership to identify transit application software and hardware needs, processes, and solutions to ensure 24 x 7 x 365 continuous operations activities to deliver appropriate business and Information Systems solutions to our transit operations customers. Leads Transit Operations as a team member responsible for ensuring operational functionality of business systems and a positive customer and vendor relationship. Leads Team that actively participates in the identification and analysis of problems, investigation of solutions, and new approaches and techniques for implementation for continuous transit-related operations, applications, hardware, systems, and processes. Comes from a technical background and can lead in identifying data, processes, and systems that require technical support and troubleshooting support in a challenging and continuous operations environment. Continually seeks ways to expand and optimize the application and business processes. Communicate plans, status, and issues to higher management levels.

This list is intended to indicate the general nature and level of work performed by employees within this classification and is not designed to be interpreted as an exhaustive listing of all tasks required of employees assigned to this job.

General Duties:

1. System Analysis
 - Leads team with systems and process analysis and design to meet functional and organizational requirements, individually and as part of the technical and business teams.
 - Participates in continuous review to ensure that systems meet changing business and regulatory conditions.
2. Business Partnership
 - Lead point of contact for one or more business applications.
 - Works alongside business users to identify and analyze their needs and define business requirements for new or existing systems.
3. Production Maintenance

- Supports a continuous 24 x 7 x 365 production environment; logs and tracks problems; responds to questions and support requests; and ensures the production environment meets service levels established with business units.
- Facilitates meetings with Business Units and technical staff to address issues.
- Performs regular follow-up according to procedures and confirms resolution with the user before closing the problem reports.
- Confirms the impact of user problems is communicated via the various communication channels.
- Implements program/system updates and enhancements per OCTA policies and Information Systems standards.
- Leads and coordinates with other technical teams to identify, research, and resolve application system problems, associated interfaces, and underlying infrastructure.
- Maintains documentation of IT procedures, system configuration standards, maintenance, and upgrades.
- Leads team in assuring application's availability and functionality.
- Works with all levels of staff and management to address concerns and resolve issues.
- Coordinates and communicates status on issues, projects, and other business activities to management and business partners.
- Develops, directs, and performs testing activities to minimize the impact on transit operations teams.

Qualifications Guide

1. Knowledge of

- Microsoft SQL database and use of SQL statements.
- Oracle SQL database and use of SQL statements
- SQL Server Integration Services
- Visual Studio
- Microsoft Access VBA
- Project Management standards and principles.
- Understands Basics of Networking (Switches and Firewalls)
- Understanding of Microsoft Business Objects

2. Ability to:

- Perform duties with strong written and oral communication skills.
- Effectively interpret and translate business needs and report system trends or issues.

- Develop effective trust relationships with the technical team, data stewards, and business users through excellent interpersonal skills.
- Perform tasks accurately with attention to detail.
- Prioritize tasks/assignments and the ability to meet deadlines.
- Utilize organizational skills and understanding.
- Work independently or in a team environment, and willingness to take direction.

Education and Experience

Five years of professional Information systems experience in database and data analysis using typical SQL environments. Transit-related software systems experience preferred.

Working Conditions/Physical Activities

The physical demands described are representative of those that must be met by the employee to successfully perform the essential functions of this job. OCTA provides reasonable accommodation to enable individuals with disabilities to perform essential functions.) Positions in this class typically require:

- Work may be performed in a stressful, fast-paced office environment, depending upon the assignment.
- Requires ability to understand verbal communication and to respond effectively.
- Positions in this class typically require: Reaching, Finger Dexterity, Grasping, Feeling, Talking, Hearing, Seeing, and Repetitive Motions in computer use.

TRANSIT BUSINESS ANALYST (MID)

Under general guidance, works with Information Systems team leadership to identify transit application software and hardware needs, processes, and solutions to ensure 24 x 7 x 365 continuous operations activities to deliver appropriate business and Information Systems solutions to our transit operations customers. Assists in Transit Operations as a team member responsible for ensuring operational functionality of business systems and a positive customer and vendor relationship. Actively participates in the identification and analysis of problems, investigation of solutions, and new approaches and techniques for implementation for continuous transit-related operations, applications, hardware, systems, and processes. Comes from a technical background and can assist in identifying data, methods, and techniques that require technical support and troubleshooting support in a challenging and continuous operations environment. Continually seeks ways to expand and optimize the application and business processes. Communicate plans, status, and issues to higher management levels.

This list indicates the general nature and level of work employees perform within this classification. It is not designed to be interpreted as an exhaustive listing of all tasks required of employees assigned to this job.

General Duties:

1. System Analysis

- Assists with systems and process analysis and design to meet functional and organizational requirements, individually and as part of the technical and business teams.
- Participates in continuous review to ensure that systems meet changing business and regulatory conditions.

2. Business Partnership

- Point of contact for one or more business applications.
- Works alongside business users to identify and analyze their needs and define business requirements for new or existing systems.

3. Production Maintenance

- Supports a continuous 24 x 7 x 365 production environment; logs and tracks problems; responds to questions and support requests; and ensures the production environment meets service levels established with business units.
- Facilitates meetings with Business Units and technical staff to address issues.
- Performs regular follow-up according to procedures and confirms resolution with the user before closing the problem reports.
- Confirms the impact of user problems is communicated via the various communication channels.
- Implements program/system updates and enhancements per OCTA policies and IT standards.
- Coordinates with other technical teams to identify, research, and resolve application system problems, associated interfaces, and underlying infrastructure.
- Maintains documentation of IT procedures, system configuration standards, maintenance, and upgrades.
- Assists in assuring application's availability and functionality.
- Works with all levels of staff and management to address concerns and resolve issues.
- Coordinates and communicates status on issues, projects, and other business activities to management and business partners.
- Develops, directs, and performs testing activities to minimize the impact on transit operations teams.

Qualification Guide

1. Knowledge of:

- Microsoft SQL database and use of SQL statements.

- Oracle SQL database and use of SQL statements
- SQL Server Integration Services
- Visual Studio
- Microsoft Access VBA
- Project Management standards and principles.
- Understands Basics of Networking (Switches and Firewalls)
- Understanding of Microsoft Business Objects

2. Ability to:

- Perform duties with strong written and oral communication skills.
- Effectively interpret and translate business needs and report system trends or issues.
- Develop effective trust relationships with the technical team, data stewards, and business users through excellent interpersonal skills.
- Perform tasks accurately with attention to detail.
- Prioritize tasks/assignments and the ability to meet deadlines.
- Utilize organizational skills and understanding.
- Work independently or in a team environment, and willingness to take direction.

Education and Experience

Three years of professional Information systems experience in database and data analysis using common SQL environments. Transit-related software systems experience preferred.

Working Conditions/Physical Activities

The physical demands described represent those that the employee must meet to successfully perform the essential functions of this job. OCTA provides reasonable accommodation to enable individuals with disabilities to perform essential functions.)

Positions in this class typically require:

- Work may be performed in a stressful, fast-paced office environment, depending upon the assignment.
- Requires ability to understand verbal communication and to respond effectively.
- Positions in this class typically require: Reaching, Finger Dexterity, Grasping, Feeling, Talking, Hearing, Seeing, and Repetitive Motions in computer use.

PROGRAMMER ANALYST (SENIOR)

Under general guidance, responsible for the definition and analysis of data needs, application problems, debugging, diagnosis, and the interfacing of applications. Develops and reviews detailed functional specifications for applications and programs. Maintains the functionality of existing applications. Designs, creates, tests, and implements software applications to meet user's functional needs with an emphasis on increasing user productivity.

This list is intended to indicate the general nature and level of work performed by employees within this classification and is not designed to be interpreted as an exhaustive listing of all tasks required of employees assigned to this job.

General Duties

1. Oversees the successful completion of application development projects that may include consultant assistance by monitoring completed programming and by ensuring that the final product meets user requirements.
2. Ensures the technical implementation of projects. Designs, codes, tests and implements applications. Implements software configurations and designs the application to function within existing hardware configurations. Resolves design issues with user groups.
3. Interacts with IS customers to analyze user requirements and create business applications using structured design methodologies. Reviews packages for suitability within the agency's various departments.
4. Analyzes agency's procedures and problems to refine data and convert to the most efficient. Interfaces PC, LAN/WAN, application databases, and third-party software to function as efficiently as possible to provide automated solutions for the agency. Interfaces PC-related software/hardware to the Unix platform to meet automation needs.
5. Analyzes and defines user environments required for system implementations. Modifies programs to comply with new user requirements. Provides analysis of requested modifications so users are aware of potential consequences. Devises data validation methods. Implements audits controls to maintain system integrity and security and to provide transactional history
6. Analyzes vendor software to verify functionality and efficiency required to meet user specifications. Converts user requirements into detailed programs using required source code language and third-party tools
7. Consults with users to determine specific output requirements. Analyzes and defines applications and testing requirements. Develops and executes implementation plans. Delivers application modifications in a cost efficient and timely fashion.
8. Maintains records and related documentation associated with program development, modifications, and testing.
9. Reviews and analyzes existing processing methods, procedures, and techniques to make recommendations for change.

Qualifications Guide

1. Knowledge of:

- System planning for manual and automated application software, systems design, and program development.
- Standard business functions and procedures
- Disaster Recovery processes
- Principles of cloud based/hosted systems
- Principles of systems analysis
- Mobile Technologies
- Security principles
- Project Management
- Financial, Asset Management, Human Resources, Payroll or Transit related software desirable – Reporting tools: Business Objects, Crystal, Hyperion, Cognos
- Form Tools: Capella, MHC – Operating Systems: MS Windows; Unix; and Linux – Databases: Microsoft SQL Server, Oracle
- Networking Protocols: TCP/IP; DHCP; Static IP; DNS, TNS
- Desktop Applications and Software: Microsoft Office; Adobe; Microsoft Visio; Microsoft Outlook, Microsoft Project
- Programming Languages: Cobol, Java, C, C #,C++. HTML, ASP, CSS, Adobe Flash, VB, MS Access
- Remote Support Tools: Citrix, Remote Desktop; Webex
- LAN Administration: Windows Server 20xx, Active Directory administration
- Email: Microsoft Exchange

2. Ability to:

- Provide leadership to ensure project completion.
- Analyze a situation to determine the optimal course of action.
- Perform duties with strong communication and negotiation skills.
- Possess creative ability, consulting skills, leadership qualities, credibility, self-confidence, observation skills, curiosity, integrity and patience.
- Handle ambiguity. Assist customer in articulating a vision of a solution.
- Be flexible and work under pressure.

Education and Experience

Any combination of education and experience equivalent to a bachelor's degree in the areas of computer science, mathematics, statistics, or business administration with a

minimum of five years of complex analysis and programming, three of which are at the journey level in programming and analysis.

Working Conditions/Physical Activities

(The physical demands described are representative of those that must be met by the employee to successfully perform the essential functions of this job. OCTA provides reasonable accommodation to enable individuals with disabilities to perform the essential functions). Positions in this class typically require:

- Work may be performed in a stressful, fast-paced office environment, depending upon assignment.
- Requires ability to understand verbal communication and to respond effectively.
- Positions in this class typically require: Reaching, Fingering, Grasping, Feeling, Talking, Hearing, Seeing, and Repetitive Motions in computer use.

PROGRAMMER ANALYST (MID)

Under general supervision, responsible for definition and analysis of data needs and system problems, debugging, and diagnosis. Reviews and assess existing data processing methods. Develops improved techniques and methods and modify software specification throughout the production life cycle.

General Duties:

1. Ensures the technical implementation of projects. Designs, codes, tests and implements applications. Implements software configurations and designs the application to function within existing hardware configurations. Resolves design issues with user groups.
2. Interacts with IS customers to analyze user requirements and create business applications using structured design methodologies. Reviews packages for suitability within the agency's various departments.
3. Analyzes and defines user environments required for system implementations. Modifies programs to comply with new user requirements. Provides analysis of requested modifications so users are aware of potential consequences. Devises data validation methods. Implements audits controls to maintain system integrity and security and to provide transactional history
4. Analyzes vendor software to verify functionality and efficiency required to meet user specifications. Converts user requirements into detailed programs using required source code language and third-party tools
5. Consults with users to determine specific output requirements. Analyzes and defines applications and testing requirements. Develops and executes implementation plans in a cost efficient and timely fashion.
6. Prepares detailed instructions for system users to generate desired outputs. Maintains records and related documentation associated with program development, modifications, and testing.

7. Reviews and analyzes existing processing methods, procedures, and techniques to make recommendations for change.

Qualifications Guide

1. Knowledge of:

- System planning for manual and automated application software, systems design, and program development.
- Standard business functions and procedures
- Disaster Recovery processes
- Principles of cloud based/hosted systems
- Principles of systems analysis
- Mobile Technologies
- Security principles
- Project Management
- Financial, Asset Management, Human Resources, Payroll or Transit related software desirable
- Automation Tools: Nintex Workflow and Cloud, SharePoint 2016/2019, UiPath, experience with RPA tools preferred, but not required
- Operating Systems: MS Windows; and Linux
- Databases: Microsoft SQL Server, Oracle
- Programming Languages: HTML5/CSS3, JavaScript/JQuery, Java, C, ASP.NET, Web APIs

2. Ability to:

- Analyze a situation to determine the optimal course of action.
- Perform duties with strong communication and negotiation skills.
- Possess creative ability, consulting skills, leadership qualities, credibility, self-confidence, observation skills, curiosity, integrity and patience.
- Handle ambiguity. Assist customer in articulating a vision of a solution.
- Be flexible and work under pressure.

Education and Experience

Any combination of education and experience equivalent to a bachelor's degree in Quantitative Systems, Computer Science, Mathematics, Statistics, or Business Administration and a minimum of approximately three years of responsible programming experience.

PROGRAMMER ANALYST (ASSOCIATE)

Under direct supervision, supports definition and analysis of data needs and system application problems, debugging, and diagnosis. Supports the review of detailed functional specifications for applications and programs. Assists in the maintenance of existing applications.

This list is intended to indicate the general nature and level of work performed by employees within this classification and is not designed to be interpreted as an exhaustive listing of all tasks required of employees assigned to this job.

General Duties

1. Assists in the completion of application development projects by monitoring completed programming and by ensuring that the completed work meets design specifications.
2. Assists in the definition of user environments required for system implementations. Assists in the modification of programs to comply with new user requirements, devises data verification, and identification methods. Coordinates audit controls to maintain system integrity and security.
3. Consults with users to determine specific output requirements, including type of printouts, extent of data summarization, and formats. Assists in the analysis and definition of system requirements, testing requirements, and develop implementation plans.
4. Prepares detailed instructions for system users to generate desired outputs. Maintains records and related documentation associated with program development, modifications, and testing. Assists in the development of implementation plans and delivers application modification in a cost efficient and timely fashion.
5. Supports the analysis of vendor software to verify functionality and efficiency required to meet user specifications. Converts program specifications into detailed programs using required source code language.
6. Assists in the analysis of vendor software for functionality and efficiency's required to meet user specifications. Converts program specifications into detail programs using required source code language.

Qualifications Guide

1. Knowledge of:
 - System planning for manual and automated application software, systems design and program development, current hardware and software applications.
 - Business procedures, such as purchasing, inventory and accounting.
 - Personal computers and related hardware and software, LAN/WAN, Windows and terminal emulators.
2. Ability to:
 - Interface and resolve problems of communication between various departments within the agency.

- Establish and maintain effective working relationships; interact effectively with clients, analysts and peers.

Education and Experience

Any combination of education and experience equivalent to a bachelor's degree in quantitative systems, computer science, mathematics, statistics, and business administration or related field. Related experience preferred.

Working conditions/physical activities

The physical demands described are representative of those that must be met by the employee to successfully perform the essential functions of this job. OCTA provides reasonable accommodation to enable individuals with disabilities to perform the essential functions. Positions in this class typically require:

- Work may be performed in a stressful, fast-paced office environment, depending upon assignment. – Requires ability to understand verbal communication and to respond effectively.
- Positions in this class typically require: Reaching, Fingering, Grasping, Feeling, Talking, Hearing, Seeing, and Repetitive Motions in computer use

PROJECT MANAGER (SENIOR)

Under general guidance, responsible for technology projects which may include application development, infrastructure, cyber security, process improvement, innovation. These may include new projects, upgrades, and system enhancements. The Senior Project Manager manages and has responsibility for all aspects of generally accepted knowledge areas related to project management. Capacity to manage a high level of complexity and ever-increasing job responsibilities, as needed.

General Duties:

1. Manage multiple projects concurrently.
2. Manage project from inception through post-deployment support.
3. Facilitate meetings with project teams, including internal resources and external vendors.
4. Communicate project status to all levels of management, including Board of Directors, senior executives, management, project sponsors, stakeholders, and team members.
5. Lead project teams.
6. Oversee, mentor, and train other project managers, and project team members.
7. Manage vendor relationships.
8. Develop and implement long-range strategies to achieve project milestones.
9. Facilitate and manage problem resolution.
10. Request and manage resources and user involvement.

11. Motivate and lead teams to deliver projects that meet requirements on-time and on-budget.
12. Assign project tasks and monitor through completion.
13. Document and manage project schedules, issues logs, project finances and invoices, status reports, change requests, statements of work, project approvals, and other project deliverables as described in the PMO Processes and Procedures.
14. Acts as a mentor to lower-level Project Management team members in all areas of professional responsibility.
15. Resolves highly complex project issues creatively utilizing knowledge gained from extensive experience where procedures may not be prescribed or well defined.
16. Works in support of the Project Management Office (PMO), and in conformance with the specific PMO processes and procedures outlines.
17. For some assignments, OCTA may require this Senior Project Manager to have unique application, system or implementation experience. (Firm should confirm prior to recruitment efforts.)

Education and Experience

1. Education equivalent to a minimum of a Bachelor's degree in business, computer science, mathematics, or related field; Master's degree in is preferred.
2. A minimum of approximately seven to twelve (7-12) years of professional level project management experience in computer systems, business, accounting and/or business intelligence applications, four (4) years of which are managing "cutting edge" projects.
3. Current Project Management Certification (PMP) is required.
4. Highly proficient with MS Office, MS Project, MS Teams, and issue tracking software, such as Jira, MantisHub.
5. Clear, concise, and effective communicator, both verbal and written.

PROJECT MANAGER (MID)

Under general guidance, responsible for technology projects which may include application development, infrastructure, cyber security, process improvement, innovation. These may include new projects, upgrades, and system enhancements. The Project Manager manages and has responsibility for all aspects of generally accepted knowledge areas related to project management. Capacity to manage a high level of complexity and ever-increasing job responsibilities, as needed.

General Duties

1. Manage multiple projects concurrently.
2. Manage project from inception through post-deployment support.

3. Facilitate meetings with project teams, including internal resources and external vendors.
4. Communicate project status to all levels of management, including Board of Directors, senior executives, management, project sponsors, stakeholders, and team members.
5. Lead project teams.
6. Oversee, mentor, and train other project managers, and project team members.
7. Manage vendor relationships.
8. Develop and implement long-range strategies to achieve project milestones.
9. Facilitate and manage problem resolution.
10. Request and manage resources and user involvement.
11. Motivate and lead teams to deliver projects that meet requirements on-time and on-budget.
12. Assign project tasks and monitor through completion.
13. Document and manage project schedules, issues logs, project finances and invoices, status reports, change requests, statements of work, project approvals, and other project deliverables as described in the PMO Processes and Procedures.
14. Acts as a mentor to lower-level Project Management team members in all areas of professional responsibility.
15. Resolves highly complex project issues creatively utilizing knowledge gained from extensive experience where procedures may not be prescribed or well defined.
16. Works in support of the Project Management Office (PMO), and in conformance with the specific PMO processes and procedures outlines.
17. For some assignments, OCTA may require this Project Manager to have unique application, system or implementation experience. (Firm should confirm prior to recruitment efforts.)

Education and Experience

1. Education equivalent to a minimum of a Bachelor's degree in business, computer science, mathematics, or related field.
2. A minimum of approximately five to seven (5-7) years of professional level project management experience in computer systems, business, accounting and/or business intelligence applications, two (2) years of which are managing "cutting edge" projects.
3. Current Project Management Certification (PMP) is preferred.
4. Proficient with MS Office, MS Project, MS Teams, and issue tracking software, such as Jira, MantisHub.
5. Clear, concise, and effective communicator, both verbal and written.

PROJECT MANAGER – OPERATIONS SECURITY (SENIOR)

Under general guidance, responsible for medium to large Information Systems (IS) Security related projects such as operating system upgrades, security patch management, account access audits, decommission of unsupported software, and one time vulnerability mitigations. The position will also be required to manage other non-security IS infrastructure related projects. Develops and/or reviews detailed project plans using structured methodologies for all business development or enhancement projects and coordinates and aligns with multiple initiatives.

General Duties

1. Leads and provides vision, analysis, design, construction and implementation of security related initiatives. Establishes and provides oversight to multiple project schedules and timelines, assigns project tasks, and monitors completion. Initiates required changes to procedures, designs, schedules, and/or project organization.
2. Develops and oversees various security programs such as patch management and network account audits. Reviews all unit and system testing for completeness and accuracy. Coordinates corrections for problems in existing applications. Manages project budgets and staffing requirements. Reports status of projects to supervisor and project steering committee. Provides reports on team member performance.
3. Partners with Procurement team to establish and maintain vendor contracts. Proactively manages contracts and incorporates necessary contractual changes in accordance with project scope and schedule requirements.
4. Coordinates and facilitates problem resolution with software and hardware vendors.
5. Complies with agency's information systems security policies and standards. Ensures data is optimized and secure.
6. Ensures effective communication by coordinating, establishing, and maintaining communication lines among project team members and users.
7. Ensures program documentation is updated and current.

Qualification Guide

1. Knowledge of:
 - Project Management Body of Knowledge (PMBOK)
 - Structured analysis, design, construction and implementation methodologies, and project management techniques.
 - Development of computer hardware and system software requirements to support the project initiatives.
 - Preparation and implementation of project timelines and testing plans.
 - Procurement regulations, procedures, and processes.
 - Principles and procedures of contract management.
 - I.S. System Security requirements and policies.

2. Ability to:

- Facilitate meetings and work sessions with project teams.
- Manage multiple projects concurrently.
- Communicate project progress to all levels of management.
- Resolve problems effecting projects between various departments within the agency.
- Obtain user involvement and buy-off for all projects under development.
- Motivate and lead teams to deliver projects that meet requirements on time and on budget.

Education and Experience:

Any combination of education and experience equivalent to a bachelor's degree in business, computer science, mathematics, or related field, with a minimum of approximately four years professional level experience in information systems cyber-security and infrastructure project management. Current Project Management Certification (PMP) is required.

BUSINESS INTELLIGENCE (BI) ANALYST (QLIKVIEW/BO) (SENIOR)

Under general direction, analyzes end-user requirements, plans databases, and acts as a liaison between end-users and the data warehouse and application support teams in establishing business and technical specifications for data.

General Duties

1. Interviews end-users to determine requirements for data, reports and data access. Translates gathered requirements into technical specifications in collaboration with data warehouse and application support teams. Identifies and assesses potential data sources and recommends new projects.
2. Coordinates with various business and technical groups to gain support for the use of business intelligence. Participates significantly in establishing technical standards and shapes the business intelligence environment.
3. Designs, creates, maintains and customizes end-user layers (EUL) and business areas used for data access using business objects. Establishes overall business intelligence tool configuration and administration. Assists end-users to access and connect to the data warehouse environment.
4. Tests the data warehouse to ensure the end-user requirements are met and enduser queries return the required data.
5. Interviews prospective users to obtain user requirements for new business objects environments.

6. Creates and delivers end-user training and documentation and provides support to power users who develop reports. Designs and delivers presentations that promote the use of the data warehouse environment to internal customers and outside entities. Facilitates enrollment of end-users in Business Objects Training.
7. Leads the planning, maintenance, and development of databases. Confers with vendors to understand methods to maintain and support databases of purchased applications.
8. Enforces the use of structured business intelligent and database management methodologies, database design techniques and tools used throughout all development and support levels. Ensures documentation is current.
9. Participates in the development and implementation of annual training goals for business intelligence analysts.
10. Participates in the development and review of detailed project plans using structured methodologies for all business intelligence development or enhancement projects and coordinates and aligns multiple business intelligence projects.

Qualification Guide

1. Knowledge of
 - SAP Business Objects.
 - Oracle and MS SQL Server database engine.
 - Business Objects tool architecture functions and features.
 - SQL programming techniques and multi-dimensional environments.
 - Key data warehouse processes.
 - Transportation and information systems business
2. Ability to
 - Design technical presentations.
 - Develop and deliver training materials to end-users.
 - Reduce complex data issues to their simplest entity.
 - Establish and maintain effective working relationships.
 - Translate business requirements into technical environments.

Education and Experience

Any combination of education and experience equivalent to a bachelor's degree in business administration or computer science with a minimum of five years of experience in computer systems, three of which are at the journey level.

Working Conditions/Physical Activities

(The physical demands described are representative of those that must be met by the employee to successfully perform the essential functions of this job. OCTA provides reasonable accommodation to enable individuals with disabilities to perform the essential functions.) Positions in this class typically require:

- Work may be performed in a stressful, fast-paced office environment, depending
- Upon assignment.

- Requires ability to understand verbal communication and to respond effectively.
- Positions in this class typically require: Reaching, Fingering, Grasping, Feeling, Talking, Hearing, Seeing, and Repetitive Motions in computer use

BUSINESS INTELLIGENCE (BI) ANALYST (QLIKVIEW/BO) (MID)

Under general guidance and direction, provides for the maintenance, development, enhancement, and overall performance and function of the Business Objects Reporting and Qlikview/QlikSense Dashboarding in the data warehouse environment.

General Duties

1. Translates business needs into long-term architecture solutions. Defines, designs, and builds moderately complex dimensional data models and identifies/defines additional attributes. Evaluates reusability of current data dimensions for additional uses and analyses.
2. Extracts and consolidates data from multiple subject areas from Data Warehouse into Business Objects Universes and QlikView data files (QVDs) and dashboards to allow users to interact with their data without having to know the complexities of the database or where/how the data is stored.
3. Develops and follows Business Objects and QlikView development standards while adhering to department policies, methodologies, standards & guidelines.
4. Provides troubleshooting and support for BI applications
5. Assists in the design and delivery of presentations that promotes the user of the Business Objects, QlikView and Data Warehouse environments to internal customers and outside entities.
6. Performs administrative tasks required in support of the stability and growth of Business Objects and QlikView Dashboarding. Creates procedures allowing others to perform tasks
7. Recommends potential improvements to the Business Intelligence and Data Warehouse environment to include data from all functions of the organization using data manipulation, transformations, and cleansing tools.
8. Supports the design of the data and technical architecture for the data warehouse environment to ensure that the designs maintain an enterprise model, as requested.
9. Mentors and trains others on using QlikView Dashboards and Business Objects report development, when needed.

Qualification Guide

1. Knowledge of:
 - Scripted programming language.
 - Overall knowledge of Data Warehouse dimensional Data modeling.

- Data modeling techniques for Business Objects and QlikView.
- Data extraction and loading using ETL tools.
- Concept of relational database.
- SQL programming.

2. Ability to:

- Translate business requirements to technical requirements.
- Develop reports and dashboards.
- Establish and maintain effective working relationships; interact effectively with clients, analyst, and peers.

Education and Experience

Any combination of education and experience equivalent to a bachelor's degree in computer science, qualitative systems, mathematics, statistics, business administration, communications, or related field with a minimum of three years of related experience

DATA WAREHOUSE ARCHITECT (PRINCIPLE)

Under general guidance, collaborates with internal application teams to improve data integration and standardize data quality in support of strategic enterprise level analysis. Works closely with the CIO to promote data as a strategic asset to the agency and advocate that data be actionable, accurate and accessible. Establishes and enforces data policies and standards, including enterprise-wide business data definitions and data quality standards for both ease of access and OCTA security. Provides guidance, strategy and oversight for all data related initiatives, particularly data initiatives that would add value to business unit analysis.

This list is intended to indicate the general nature and level of work performed by employees within this classification and is not designed to be interpreted as an exhaustive listing of all tasks required of employees assigned to this job.

General Duties

1. Acts as a consultant to management, mentor and/or technical "lead" and may supervise or provide direction to lower-level team members in all areas of professional responsibilities. Recognized as a "thought leader", i.e., nationally and/or industry-wide recognized expert creating "cutting edge" innovation specific to the data warehouse architecture profession.
2. Responsible for the integrity of all data used by OCTA business units.
3. Translates business needs into long-term architecture solutions. Defines, designs, and builds complex dimensional databases. Evaluates reusability of current data dimensions for additional uses and analyses.

4. Works closely with business units to identify new business opportunities available through more effective and creative use of data and to determine the best way to utilize and present new data in the most effective and relevant fashions to both the business and to our customers.
5. Recommends strategic technical decisions on how data is handled and the policies and procedures that data should follow.
6. Directly influences and leads the direction that the business intelligence team takes in developing their business solutions.
7. Assists in recommending data policies and technical prioritization to ensure full data integration of the entire database instead of segments of our data.
8. Develops data mappings, data extractions and data transformations that support the agency's data warehouse environment. Confers with end users to ensure alignment between the data warehouse/dashboard environment and user needs.
9. Plans and oversees the technical transitions between development, testing, and production phases of data warehouse deployment. Facilitates change control and problem management among data warehouse development and support teams.
10. Expands and improves the data warehouse environment to include data from all function of the organization using data manipulation, transformations, and cleansing tools.
11. Sets design specifications for end-users semantic layers and multi-dimensional models across all Business Intelligence tools and environments to meet user needs.
12. Conducts research to determine the viability of new data warehouse applications. Recommends changes in data warehouse software environment.
13. Coordinates the efforts of consultant development support to efficiently deliver data warehouse and dashboard solutions. Enforces processes to ensure a consistent, well designed, and integrated data warehouse and dashboard environment.
14. Oversees the design of the data and technical architecture for the data warehouse environment to ensure that the designs maintain an enterprise model.

Qualification Guide

1. Knowledge of:
 - Database design considerations that support the data warehouse deployed methodologies.
 - Data warehouse design method and techniques.
 - Informatica, QlikView, Oracle Warehouse Builder, PL-SQL, Unix, Vi editor, shell scripting and Toad.
 - Data modeling using ERWIN, data warehouse development, database structure and implementation techniques, table and index management, SQL tuning for Oracle.

2. Ability to:

- Interface and resolve problems with various agency departments.
- Reduce complex data issues to their respective data entities and design and develop data warehouse environments.
- Communicate and work effectively with staff and customers.

Education and Experience

Any combination of education and experience equivalent to a bachelor's degree in the area of information systems with a minimum of seven years of complex analysis in programming or system administration, most of which are in warehouse development and support, three of which are at the journey level. Certified Business Intelligence Professional (CBIP) preferred.

Working Conditions/Physical Activities

(The physical demands described are representative of those that must be met by the employee to successfully perform the essential functions of this job. OCTA provides reasonable accommodation to enable individuals with disabilities to perform the essential functions.) Positions in this class typically require:

- Work may be performed in a stressful, fast-paced office environment, depending upon assignment.
- Requires ability to understand verbal communication and to respond effectively.
- Positions in this class typically require: Reaching, Fingering, Grasping, Feeling, Talking, Hearing, Seeing, and Repetitive Motions in computer use.

DATA WAREHOUSE ARCHITECT (SENIOR)

Under general guidance, provides for the creation, maintenance, development, enhancement, and overall performance and function of the data warehouse and dashboard environment. Responsible for quality control and auditing of data marts. Develops data warehouse backup and recovery strategies. Provides technical assistance in troubleshooting and debugging of data warehouse and dashboard related problems.

General Duties

1. Translates business needs into long-term architecture solutions. Defines, designs, and builds complex dimensional databases. Evaluates reusability of current data dimensions for additional uses and analyses.
2. Develops data mappings, data extractions, data transformations that support the agency's data warehouse environment. Confers with end users to ensure alignment between the data warehouse/dashboard environment and user needs.
3. Plans and oversees the technical transitions between development, testing, and production phases of data warehouse deployment. Facilitates change control and problem management among data warehouse development and support teams.

4. Expands and improves the data warehouse environment to include data from all function of the organization using data manipulation, transformations, and cleansing tools.
5. Sets design specifications for end users semantic layers and multi-dimensional models across all Business Intelligence tools and environments to meet user needs.
6. Troubleshoots and tunes the existing data warehouse environment to maintain optimum performance. Conducts research to determine the viability of new data warehouse applications. Recommends changes in data warehouse software environment.
7. Coordinates the efforts of consultant development support to efficiently deliver data warehouse and dashboard solutions. Enforces processes to ensure a consistent, well designed, and integrated data warehouse and dashboard environment.
8. Oversees the design of the data and technical architecture for the data warehouse environment to ensure that the designs maintain an enterprise model.

Qualification Guide

1. Knowledge of:

- Database design considerations that support the data warehouse deployed methodologies.
- Data warehouse design method and techniques.
- Informatica, QlikView, PL-SQL, Unix, Vi editor, shell scripting and Toad.
- Data modeling using ERWIN, data warehouse development, database structure and implementation techniques, table and index management, SQL tuning for Oracle.

2. Ability to:

- Interface and resolve problems with various agency departments.
- Reduce complex data issues to their respective data entities and design and develop data warehouse environments.

Education and Experience:

Any combination of education and experience equivalent to a bachelor's degree in information systems with a minimum of approximately five years increasingly complex analysis in programming or system administration, most of which are in warehouse development and support, three of which are at the journey level. Certified Business Intelligence Professional (CBIP) preferred.

DATA WAREHOUSE ARCHITECT (MID)

Under general guidance, provides for the maintenance, development, enhancement, and overall performance and function of the data warehouse environment. Responsible for quality control and auditing of data marts. Develops data workhouse backup and recovery strategies. Provides technical assistance in troubleshooting and debugging routine data warehouse related problems.

General Duties

1. Translates business needs into long-term architecture solutions. Defines, designs, and builds moderately complex dimensional databases and identifies/defines additional attributes. Evaluates reusability of current data dimensions for additional uses and analyses.
2. Develops data mappings, data extractions, data transformations that support the agency's data warehouse environment. Confers with end users to ensure alignment between the data warehouse environment and user needs.
3. Plans and oversees the technical transitions between development, testing, and production phases of data warehouse deployment. Facilitates change control and problem management among data warehouse development and support teams.
4. Recommends potential improvements to the data warehouse environment to include data from all functions of the organization using data manipulation, transformations, and cleansing tools.
5. Recommends and analyzes specifications for end-users semantic layers and multi-dimensional models across all Business Intelligence tools and environments to meet user needs.
6. Troubleshoots and tunes existing moderately complex data warehouse environments to maintain optimum performance. Conducts research to determine the viability of new data warehouse applications and/or additional attributes. Recommends changes in data warehouse software environment.
7. Coordinates the efforts of consultant development support to efficiently deliver data warehouse solutions. Enforces processes to ensure a consistent, well designed, and integrated data warehouse environment.
8. Supports the design of the data and technical architecture for the data warehouse environment to ensure that the designs maintain an enterprise model, as requested.

Qualifications Guide

1. Knowledge of:
 - Database design consideration that supports the data warehouse deployed methodologies.
 - Data warehouse design method and techniques.
 - Informatica Powercenter, PL-SQL, Unix, Vi editor, shell scripting and Toad.

- Data modeling using ERWIN, data warehouse development, database structure and implementation techniques, table and index management, SQL tuning for Oracle.

2. Ability to:

- Interface and resolve problems with various agency departments.
- Reduce complex data issues to their respective data entities and design and develop data warehouse environments.

Education and Experience:

Any combination of education and experience equivalent to a bachelor's degree in information systems or related with a minimum of approximately three years increasingly complex analysis in data warehousing and programming or system

DATABASE ADMINISTRATOR (SENIOR)

Under minimal direction, lead with the creation, maintenance, quality control, auditing, upgrades, and overall performance of complex databases using Oracle. Microsoft SQL Server, common system analysis tools, and other open-source tools and database products. Frequently leads in resolving difficult database issues, creatively utilizing knowledge gained from experience. Assists database client users with setting up proper client access to databases as needed. Provides training and coaching to team members and in other technical areas regarding proper database operation, performance, and testing. Assists management and provides input to work plans for continued database management and operation.

This list is intended to indicate the general nature and level of work performed by employees within this classification and is not designed to be interpreted as an exhaustive listing of all tasks required of employees assigned to this job.

General Duties

1. Acts as a consultant to management and Information Systems team members, regarding database usage and may provide direction to team members in all areas of professional responsibilities.
2. Lead team(s) of people who have responsibility for strategy and development, including systems and application development, vendor management, and legacy systems integration.
3. Facilitates communication between all key Information Systems teams and the customer community via participation in meetings and the creation of status reporting mechanisms (weekly, monthly, and quarterly). Represents Information Systems and participates in enterprise-wide technology projects for critical projects and new technologies.
4. Leads installation of Oracle, Microsoft SQL Server, and other open-source databases and tools including clustered and high-availability software and hardware environments.

5. Follows and maintains all Change Control and Audit requirements.
6. Leads with research and the requirements for software compatibility within the OCTA Enterprise Architecture.
7. Coordinates software user acceptance testing activities for new installations, maintenance, and upgrade activities.
8. Assists in the development of Information Systems standards and policies to ensure compatibility and integration throughout the enterprise.
9. Leads in the collection and analysis of performance data from databases, database tools, system analysis tools, and other open-source tools as provided by OCTA.
10. Leads with determining when databases require tuning, maintenance, and reorganization and appropriately advises database lead, information systems teams, and management.
11. Leads with the development of data models of OCTA's database environment(s) to ensure a unified database and uniform database policy methodologies.
12. Leads in the planning, installation, upgrade, and maintenance of complex database systems, software, and tools to maintain the software, and or firmware at the most current revision levels possible.
13. Leads Information Systems staff with database design, problem solutions, monitoring, connectivity, and other technical issues related to database performance.
14. Leads in the maintenance of the procedures in the disaster recovery plan for database recovery.

Qualifications Guide

1. Knowledge of:
 - Detailed knowledge of Oracle database products and current underlying operating systems.
 - Detailed knowledge of Microsoft SQL Server products and current underlying operating systems.
 - Understanding of Oracle cloud product offerings required.
 - Understanding of Microsoft SQL Server cloud offerings required.
 - Understanding of Common Database tools provided by Oracle, Microsoft, and other providers is helpful.
 - Data modeling using ERWIN, database structure and normalization techniques, tablespace and index management, tuning databases.
 - Interaction with Linux and Windows system administration in the area of disk usage management to provide for database space allocations.
2. Ability to
 - An ability to present and discuss technical information in a way that establishes

rapport, persuades others, and gains understanding.

- Interface and resolve problems with various departments within OCTA.
- Reduce complex data issues to their respective data entities and design and normalize relational databases.
- Schedule various system maintenance items such as updating archival statistics; program medium to complex SQL statements.
- Provide work direction to assist department staff and consultants to achieve proper project outcomes.
- Provide input to management on staff and contractor performance related to the area of project assignments.

Education and Experience

Any combination of education and experience equivalent to a bachelor's degree in computer science, information systems or related and a minimum of five years of complex analysis in programming or system administration with at least five years as a Oracle Database Administrator. Equivalent experience supporting complex and critical Information Systems environments will be evaluated in lieu of these requirements where applicable.

Working Conditions/Physical Activities

(The physical demands described are representative of those that must be met by the employee to successfully perform the essential functions of this job. OCTA provides reasonable accommodation to enable individuals with disabilities to perform the essential functions.) Positions in this class typically require:

- Work may be performed in a stressful, fast-paced office environment, depending upon assignment.
- Requires ability to understand verbal communication and to respond effectively.
- Positions in this class typically require: Reaching, Fingering, Grasping, Feeling, Talking, Hearing, Seeing, and Repetitive Motions in computer use.

DATABASE ADMINISTRATOR (MID)

Under minimal direction, assists with creating, maintaining, quality control, auditing, upgrades, and overall performance of complex databases using Oracle. Microsoft SQL Server, standard system analysis tools, and other open-source tools and database products. Frequently assists in resolving complex database issues, creatively utilizing knowledge gained from experience. Assists database client users with setting up proper client access to databases as needed. Provides training and coaching to team members in other technical areas regarding proper database operation, performance, and testing. Assists management and provides input to work plans for ongoing database management and operation.

General Duties

1. Acts as a consultant to management and Information Systems team members regarding database usage and may provide direction to team members in all areas of professional responsibilities.
2. Assist team(s) of people responsible for strategy and development, including systems and application development, vendor management, and legacy systems integration.
3. Facilitates communication between all key Information Systems teams and the customer community via participation in meetings and the creation of status reporting mechanisms (weekly, monthly, and quarterly). Represents Information Systems and participates in enterprise-wide technology projects for critical projects and new technologies.
4. Assists installation of Oracle, Microsoft SQL Server, and other open-source databases and tools, including clustered and high-availability software and hardware environments.
5. Follows and maintains all Change Control and Audit requirements.
6. Assists with research and the requirements for software compatibility within the OCTA Enterprise Architecture.
7. Coordinates software user acceptance testing activities for new installations, maintenance, and upgrade activities.
8. Assists in developing Information Systems standards and policies to ensure compatibility and integration throughout the enterprise.
9. Assists in collecting and analyzing performance data from databases, database tools, system analysis tools, and other open-source tools as provided by OCTA.
10. Assists with determining when databases require tuning, maintenance, and reorganization and appropriately advises database lead, information systems teams, and management.
11. Assists with developing data models of OCTA's database environment(s) to ensure a unified database and uniform database policy methodologies.
12. Assists in planning, installing, upgrading, and maintaining complex database systems, software, and tools to maintain the software and/or firmware at the most current revision levels possible.
13. Assists Information Systems staff with database design, problem solutions, monitoring, connectivity, and other technical issues related to database performance.
14. Assists in maintaining the procedures in the disaster recovery plan for database recovery.

Qualifications Guide

1. Knowledge of:
 - Detailed knowledge of Oracle database products and current underlying operating systems.

- Detailed knowledge of Microsoft SQL Server products and current underlying operating systems.
- Understanding of Oracle cloud product offerings is helpful.
- Understanding of Microsoft SQL Server cloud offerings is helpful.
- Understanding of Common Database tools provided by Oracle, Microsoft, and other providers is helpful.
- Data modeling using ERWIN, database structure and normalization techniques, tablespace and index management, tuning databases.
- Interaction with Linux and Windows system administration in the area of disk usage management to provide for database space allocations.

2. Ability to:

- An ability to present and discuss technical information in a way that establishes rapport, persuades others, and gains understanding.
- Interface and resolve problems with various departments within OCTA.
- Reduce complex data issues to their respective data entities and design and normalize relational databases.
- Schedule various system maintenance items such as updating archival statistics; program medium to complex SQL statements.
- Provide work direction to assist department staff and consultants to achieve proper project outcomes.
- Provide input to management on staff and contractor performance related to the area of project assignments

Education and Experience

Any combination of education and experience equivalent to a bachelor's degree in computer science, information systems or related and a minimum of three years of complex analysis in programming or system administration with at least three years as a Oracle Database Administrator. Equivalent experience supporting complex and critical Information Systems environments will be evaluated in lieu of these requirements where applicable.

Working Conditions/Physical Activities

(The physical demands described are representative of those that must be met by the employee to successfully perform the essential functions of this job. OCTA provides reasonable accommodation to enable individuals with disabilities to perform the essential functions.) Positions in this Class typically require:

- Work may be performed in a stressful, fast-paced office environment, depending upon assignment.

- Requires ability to understand verbal communication and to respond effectively.
- Positions in this class typically require: Reaching, Fingering, Grasping, Feeling, Talking, Hearing, Seeing, and Repetitive Motions in computer use.

HELP DESK TECHNICIAN (SENIOR)

Under general supervision, leads the daily operations and activities of the IS Help Desk. Provides service improvements to the OCTA through workflow analysis, trouble call trending, and the identification of service opportunities.

General Duties

1. Assists users in troubleshooting by identifying the nature and severity of their problem, attempting to resolve problems over the phone; responds to user questions and problems about agency standard hardware, software, IS procedures, system status, and downtime.
2. Conducts follow-up sessions with users, assisting in the timely resolution of problems reported to the Help Desk. Acts as intermediary between the user and IS technical staff to close open items and to ensure user satisfaction.
3. Provides recommendations for process and procedure development and improvements. Reviews procedures on a predetermined cycle to ensure correctness and to analyze them for continuous process improvements. Ensures daily process control of the IS Help Desk while identifying and implementing continuous improvement opportunities.
4. Provides trend analysis and root cause analysis with the use of Help Desk tools and input by IS staff. Conducts root cause meetings as necessary to provide corrective/preventative action to problems encountered by the IS Help Desk or IS staff.

Qualifications Guide

1. Knowledge of:
 - Database concepts used with the current call tracking system and inventory system.
 - Technical computer terminology.
 - PC computer hardware and software to include, but not limited to, MS Office Suite, MS Project, MS Visio, Teams, OneNote and To Do.
2. Ability to:
 - Diffuse tense or difficult customer service situations with appropriate use of interpersonal and communication skills.
 - Use advanced computer, analytical and personal communication skills to resolve problems that are more difficult.
 - Write technical and operational procedures for the Help Desk.

Education and Experience:

Any combination of education or experience equivalent to a high school diploma with technical coursework as well as a minimum of approximately five years increasingly responsible Help Desk experience in a large network environment. Experience with networked PCs and printers, troubleshooting, providing in-depth support for Microsoft Office Suite, and trend analysis. Prior experience in a senior or lead position is desirable.

DESKTOP TECHNICIAN (SENIOR)

Under general direction, analyzes, troubleshoots, supports, and maintains desktop computer systems, software, and peripheral equipment. Provides customer service to end users to enhance and optimize their use of desktop computer tools to meet business needs.

General Duties

1. Responds to the increasingly difficult Help Desk calls, including troubleshooting, researching, and providing solutions for desktop hardware and software problems. Updates and documents relevant research and resolutions into call tracking database. Monitors the flow of help desk tickets in the desktop support process.
2. Assists staff at agency administration and all operating bases, either on site, or via telephone and remote control. Acts as a resource and resolves questions and problems in the use of computer hardware and software. Enhances agency-wide use of desktop computers by providing proactive support on desktop computer tools.
3. Provides technical support as needed to Board members and executives for board and committee meetings. Assists Board members and OCTA executives with use of mobile devices used to conduct OCTA business.
4. Performs desktop image builds, computer upgrades, software installation, and configuration. Coordinates desktop adds, moves, and changes. Assists users with computers connecting to audiovisual technology for presentations.
5. Participates in planning, coordinating, and implementing technology projects related to desktop software and hardware. Participates in the definition of scope and assists in the installation, testing, documentation, and deployment of new hardware and software applications.
6. Analyzes requests for desktop hardware and software to ensure compatibility with agency standards. Researches and provides recommendations for the purchase of related software and hardware.
7. Applies knowledge of preventative maintenance to ensure optimum system performance.
8. Coordinates visits by third party maintenance vendors to ensure smooth repairs and upgrades to the agency's equipment.
9. Applies knowledge of personal technology computing trends to enhance business productivity. Advocates and trains employees in the effective use of computing devices and associated applications.

Qualifications Guide

1. Knowledge of:

- Desktop computer systems, tablets, smartphones, printers, hardware components, operating system software (Windows internals), and communications.
- Application software including Microsoft Office (Outlook, Word, Excel, PowerPoint, Teams, OneNote, To Do).
- Practical application and increased understanding of computer networks and communications.
- Help desk call tracking.
- Troubleshooting and documentation methodologies.
- Personal technology trends.

2. Ability to:

- Diffuse tense or difficult customer service situations with appropriate use of interpersonal and communication skills.
- Recommend, plan, and apply computer solutions based on knowledge of business units' critical success factors and operational criteria.
- Communicate complex ideas and translate technical information easily to non-technical individuals.
- Work with executive management staff and Board members professionally. Work with end users of various experience levels with patience and courtesy.
- Work in a team environment with other Information Systems professionals.
- Lead and collaborate with staff to problem solve and accomplish goals.
- Distinguish between application, operating system, network, and hardware problems.
- Think analytically.
- Demonstrate mature and organized approach to researching, documenting, and communicating various methods of troubleshooting and providing solutions to agency desktop computing problems.

Education and Experience:

Any combination of education and experience equivalent to a bachelor's degree in a related area with a minimum of approximately five years increasingly responsible professional customer and desktop support experience. Relevant certifications by Microsoft are desirable.

DESKTOP TECHNICIAN (MID)

Under general supervision, analyzes, troubleshoots, supports, and maintains desktop computer systems, software, and peripheral equipment. Provides customer service to end users to enhance and optimize their use of desktop computer tools to meet business needs.

General Duties

1. Responds to increasingly difficult Help Desk calls, including troubleshooting desktop hardware and software problems and researching solutions. Updates and documents relevant research and resolutions into HEAT call tracking database.
2. Assists staff at agency administration and all operating bases, either on site, or via telephone and remote control. Resolves questions and problems in the use of computer hardware and software. Enhances agency-wide use of desktop computers by providing proactive support on desktop computer tools.
3. Performs computer upgrades, software installation, and configuration. Coordinates desktop adds, moves, and changes. Assists users with computers connecting to audiovisual technology for presentations.
4. Participates in planning and implementation of technology projects with desktop applications. Participates in the definition of scope and assists in the installation, testing, documentation, deployment, and rollouts of new hardware and software applications.
5. Analyzes requests for desktop hardware and software to ensure compatibility with agency standards.
6. Applies knowledge of preventative maintenance to ensure optimum system performance.
7. Coordinates visits by third party maintenance vendors to ensure smooth repairs and upgrades to the agency's equipment

Qualifications Guide

1. Knowledge of:
 - Desktop computer systems, printers, hardware components, operating system software (Windows internals), and communications.
 - Application software including Microsoft Office (Outlook, Word, Excel, PowerPoint, Access), multimedia, graphics, and presentation (Visio, Adobe Acrobat).
 - Practical application and increased understanding of computer networks and communications.
 - Practical application and increased understanding of database architecture and design.
 - Help Desk call tracking.
 - Troubleshooting and documentation methodologies.

2. Ability to:

- Diffuse tense or difficult customer service situations with appropriate use of interpersonal and communication skills.
- Recommend, plan, and apply computer solutions based on knowledge of business units critical success factors and operational criteria.
- Communicate complex ideas and translate technical information easily to non-technical individuals.
- Work with end users of various experience levels with patience and courtesy.
- Work in a team environment with other Information Systems professionals.
- Distinguish between application, operating system, network, and hardware problems.
- Think analytically.
- Demonstrate mature and organized approach to researching, documenting, and communicating various methods of troubleshooting and providing solutions to agency desktop computing problems.

Education and Experience:

Any combination of education and experience equivalent to a bachelor's degree with a minimum of three years of professional customer and desktop support experience. Relevant certifications by Microsoft desirable.

SYSTEMS ENGINEER (SENIOR)

Under general guidance, provides technical expertise in development and implementation of long-range technology solutions, analyzes, and implements all network upgrades, analyzes, and resolves network performance issues, oversees all troubleshooting of network devices, and supports technical staff.

General Duties

1. Develops and implements long-range technical solutions for the best-of-breed network infrastructure to support the business units. Planning includes network sizing, performance monitoring, and security solutions.
2. Develops and implements with project planning and user services management and staff to design the most effective LAN technology with which to improve user productivity and workflow.
3. Installs and maintains LAN and WAN hardware infrastructure. Coordinates installations or upgrades with users, building facilities staff, vendors, electricians, and other technical services staff.
4. Provide immediate response and/or investigation of system alerts as a senior level troubleshooter in a complex network environment.

5. Prepares and maintains documentation for network cabling, backup, disaster methodologies and procedures, and connectivity infrastructure. Ensures that documentation is available and up to date.
6. Creates and delivers input to User Services management regarding user documentation standards and LAN policies for network operation, security and access, and back-up of contingency plans. Prepares LAN project progress reports and other documentation for review by IS Management Team.

Qualifications Guide

1. Knowledge of:
 - Thorough understanding of LAN/WAN technology and protocols including but not limited to BGP, EIGRP, HTTP, FTP, TCP, and Spanning Tree.
 - All HP and Cisco network devices.
 - Palo Alto next gen firewalls
 - Network architecture and design elements
 - Network monitoring software
2. Ability to:
 - Express technical information in a clear and simple way
 - Work as a team member in a technical project environment. Must be self-motivated and able to think “outside the box”
 - Define, research, analyze, and execute solutions and alternatives based on network infrastructure
 - Troubleshoot and resolve complex connectivity or infrastructure problems in a local and wide area network environment

Education and Experience:

Any combination of education or experience equivalent to a bachelor’s degree in Information Systems or related field with a minimum of approximately five years hands-on experience with LAN/WAN technology, three years of which is at the journey level.

NETWORK ENGINEER (SENIOR)

Under general guidance, responsible for medium to large Information Systems (IS) Security related projects such as operating system upgrades, security patch management, account access audits, decommission of unsupported software, and one time vulnerability mitigations. The position will also be required to manage other non-security IS infrastructure related projects. Develops and/or reviews detailed project plans using structured methodologies for all business development or enhancement projects and coordinates and aligns with multiple initiatives.

General Duties

1. Leads and provides vision, analysis, design, construction, and implementation of security related initiatives. Establishes and provides oversight to multiple project schedules and timelines, assigns project tasks, and monitors completion. Initiates required changes to procedures, designs, schedules, and/or project organization.
2. Develops and oversees various security programs such as patch management and network account audits. Reviews all unit and system testing for completeness and accuracy. Coordinates corrections for problems in existing applications. Manages project budgets and staffing requirements. Reports status of projects to supervisor and project steering committee. Provides reports on team member performance.
3. Partners with Procurement team to establish and maintain vendor contracts. Proactively manages contracts and incorporates necessary contractual changes in accordance with project scope and schedule requirements.
4. Coordinates and facilitates problem resolution with software and hardware vendors.
5. Complies with agency's information systems security policies and standards. Ensures data is optimized and secure.
6. Ensures effective communication by coordinating, establishing and maintaining communication lines among project team members and users.
7. Ensures program documentation is updated and current.

Qualifications Guide

1. Knowledge of:
 - Project Management Body of Knowledge (PMBOK)
 - Structured analysis, design, construction and implementation methodologies, and project management techniques.
 - Development of computer hardware and system software requirements to support the project initiatives.
 - Preparation and implementation of project timelines and testing plans.
 - Procurement regulations, procedures, and processes.
 - Principles and procedures of contract management.
 - I.S. System Security requirements and policies.
2. Ability to:
 - Facilitate meetings and work sessions with project teams.
 - Manage multiple projects concurrently.
 - Communicate project progress to all levels of management.
 - Resolve problems effecting projects between various departments within the agency.

- Obtain user involvement and buy-off for all projects under development.
- Motivate and lead teams to deliver projects that meet requirements on time and on budget.

Education and Experience

Any combination of education and experience equivalent to a bachelor's degree in business, computer science, mathematics, or related field, with a minimum of approximately four years professional level experience in information systems cyber-security and infrastructure project management. Current Project Management Certification (PMP) is required.

APPLICATIONS ANALYST (PRINCIPAL)

Under general guidance, works with IT leadership to identify enterprise application software needs and oversees activities to deliver appropriate business and IT aligned solutions. Manages a team of resources and is responsible for ensuring adequate resources are allocated based on project requirements. Has oversight of business and vendor relationships. Drives the identification and analysis of problems, investigation of solutions and new approaches and techniques for implementation. This is a supervisory position with primary accountability for leading and developing a technical application administration team. Functions as a working leader as applicable for the domain, is hands-on with technical matters and has leadership responsibilities. Comes from a technical background and can challenge, develop, and retain team members, monitors team performance, coaches staff and continually seeks ways to expand the efficiency of the application administration team. Communicate plans, status, and issues to higher management levels.

General Duties

1. System Analysis
 - Leads systems and/or process analysis and design to meet functional and organizational requirements, individually and/or through assigned staff.
 - Participates in continuous review to ensure that systems meet changing business and regulatory conditions.
2. Business Partnership
 - Point of contact for one or more business applications
 - Facilitates and works with business users to identify and analyze their needs and define business requirements for new or existing systems.
3. Production Maintenance
 - Supports the production environment; logs and tracks problems; responds to questions and support requests and ensures the production environment meets service levels established with business units.
 - Leads and ensures appropriate analysis of problems, initiates corrective actions

through resolution, takes steps to improve production support, implements preventative measures and ensures status updates are provided to those impacted.

- Ensure system performance levels are monitored and develops the appropriate alerting and reporting processes as appropriate.
- Implements program/system updates and enhancements, in accordance with OCTA policies and IT standards.
- Maintains documentation of IT procedures, system configuration standards, maintenance, and upgrades.

4. Vendor Management

- Understands contractual agreements and holds vendor accountable to the terms of the agreement.
- Manages resolution of issues and concerns with vendor performance especially where there is impact to production and project deliverables.

5. Leadership

- Assumes primary responsibility for the application administration team regarding job performance.
- Works with all levels of staff and management to address concerns and resolve issues.
- Provides appropriate staff mentoring and coaching to foster a strong team atmosphere.

6. Testing

- Develops test plans that incorporate Corporate Testing Standards and may guide junior staff in the use of industry standards.

Qualifications Guide

1. Knowledge of:

- Microsoft SQL database and use of SQL statements.
- Standard integration platforms and REST APIs.
- Standard business functions and procedures.
- Project Management standards and principles.

2. Ability to:

- Perform duties with strong written and oral communication skills.
- Effectively interpret and translate business needs and report on system trends or issues.
- Develop effective trust relationships with technical team, data stewards, and business users through excellent interpersonal skills.
- Perform tasks accurately with attention to detail.

- Prioritize tasks/assignments and the ability to meet deadlines.
- Utilize organizational skills and understanding.
- Work independently or in a team environment, and willingness to take direction.

Education and Experience:

Any combination of education and experience equivalent to a bachelor's degree in computer science, computer science, management information systems, or other information technology field, or equivalent combination of relevant education and experience. Seven (7) years of professional information technology experience. Master's Degree in Business Management preferred. Financial, Asset Management, Human Resources, Payroll or Transit related software preferred.

APPLICATIONS ANALYST (SENIOR)

Under general guidance, works with IT leadership to identify enterprise application software needs and oversees activities to deliver appropriate business and IT aligned solutions. Senior member of a team responsible for ensuring operational functionality of business systems and a positive customer and vendor relationship. Actively participates in the identification and analysis of problems, investigation of solutions and new approaches and techniques for implementation. Comes from a technical background and can challenge, develop, and cross train team members. Continually seeks ways to expand and optimize the application and business processes. Communicate plans, status, and issues to higher management levels.

General Duties

1. System Analysis
 - Provides senior level systems and/or process analysis and design to meet functional and organizational requirements, individually and/or part of the technical and business teams.
 - Participates in continuous review to ensure that systems meet changing business and regulatory conditions.
2. Business Partnership
 - Point of contact for one or more business applications.
 - Works alongside business users to identify and analyze their needs and define business requirements for new or existing systems.
3. Production Maintenance
 - Supports the production environment; logs and tracks problems; responds to questions and support requests and ensures the production environment meets service levels established with business units.
 - Facilitates meetings with Business Units and technical staff to address issues.

- Performs regular follow-up according to procedures and confirms resolution with user prior to closing the problem reports.
- Confirms impact of user problems are communicated via the various communication channels.
- Implements program/system updates and enhancements, in accordance with OCTA policies and IT standards.
- Coordinates with other technical teams to identify, research, and resolve problems with application systems, their associated interfaces, and underlying infrastructure.
- Maintains documentation of IT procedures, system configuration standards, maintenance, and upgrades.

4. Leadership

- Senior level responsibility for the assuring application's availability and functionality.
- Works with all levels of staff and management to address concerns and resolve issues.
- Coordinates and communicates status on issues, projects and other business activities to management and business partners.

5. Testing

- Develops, directs, and performs testing activities

Qualifications Guide

1. Knowledge of:

- Microsoft SQL database and use of SQL statements.
- Standard integration platforms and REST APIs.
- Standard business functions and procedures.
- Project Management standards and principles.

2. Ability to:

- Perform duties with strong written and oral communication skills.
- Effectively interpret and translate business needs and report on system trends or issues.
- Develop effective trust relationships with technical team, data stewards, and business users through excellent interpersonal skills.
- Perform tasks accurately with attention to detail.
- Prioritize tasks/assignments and the ability to meet deadlines.
- Utilize organizational skills and understanding.

- Work independently or in a team environment, and willingness to take direction.

Education and Experience:

Any combination of education and experience equivalent to a bachelor's degree in computer science, computer science, management information systems, or other information technology field, or equivalent combination of relevant education and experience. Five (5) years of professional information technology experience. Master's Degree in Business Management preferred. Financial, Asset Management, Human Resources, Payroll or Transit related software preferred.

APPLICATIONS ANALYST (MID)

Under general direction, works with IT leadership to identify enterprise application software needs and oversees activities to deliver appropriate business and IT aligned solutions. Part of an integral team that is responsible for maintaining operational functionality of business systems and a positive customer and vendor relationship. Actively participates in the identification and analysis of problems, investigation of solutions and new approaches and techniques for implementation. Comes from a technical background and can challenge, develop, and cross train team members. Continually seeks ways to expand and optimize the application and business processes. Communicate plans, status, and issues to higher management levels.

General Duties

1. Business Partnership

- Point of contact for one or more business applications.
- Works alongside business users to identify and analyze their needs and define business requirements for new or existing systems.
- Participates in discussions among technical staff to provide the business community with alternatives and solutions to meet agreed requirements.

2. Production Maintenance

- Supports the production environment; logs and tracks problems; responds to questions and support requests and ensures the production environment meets service levels established with business units.
- Works with team members to ensure appropriate analysis of problems, initiates corrective actions through resolution, takes steps to improve production support, implements preventative measures and ensures status updates are provided to those impacted.
- Participates in meetings with Business Units and technical staff to address issues.
- Works with team members to ensure outstanding problems are addressed by the appropriate support group/individual and priorities and deadlines are established.

- Performs regular follow-up according to procedures and confirms resolution with user prior to closing the problem reports.
- Confirms impact of user problems are communicated via the various communication channels.
- Works with team members to ensure system performance levels are monitored.
- Works with team members managing application system updates and ensures that processes are in place such that similar updates are applied to the underlying infrastructure and associated interfaces.
- Coordinates with other technical teams to identify, research, and resolve problems with application systems, their associated interfaces, and underlying infrastructure.
- Maintains documentation of IT procedures, system configuration standards, maintenance, and upgrades.

3. Testing

- Directs and performs testing activities.
- Partners with Business units in support of test scripts and test plans for acceptance testing.

Qualifications Guide

1. Knowledge of

- Microsoft SQL database and use of SQL statements.
- Standard business functions and procedures.
- Project Management standards and principles.

2. Ability to:

- Perform duties with strong written and oral communication skills.
- Effectively interpret and translate business needs and report on system trends or issues.
- Develop effective trust relationships with technical team, data stewards, and business users through excellent interpersonal skills.
- Perform tasks accurately with attention to detail.
- Prioritize tasks/assignments and the ability to meet deadlines.
- Utilize organizational skills and understanding.

Education and Experience:

Any combination of education and experience equivalent to a bachelor's degree in computer science, computer science, management information systems, or other information technology field, or equivalent combination of relevant education and

experience. Three (3) years of professional information technology experience is desired.

APPLICATIONS ANALYST (ASSOCIATE)

Under direct supervision, works with IT leadership to deliver appropriate business and IT aligned solutions. Part of an integral team that is responsible for maintaining operational functionality of business systems and a positive customer and vendor relationship. Actively participates in the identification and analysis of problems, investigation of solutions and new approaches and techniques for implementation. Communicates plans, status, and issues to higher management levels.

General Duties

1. Works with team to provide systems and/or process analysis and design to meet functional and organizational requirements, individually and/or part of the technical and business teams. Assists with identifying and proposing business solutions.
2. Participates in discussions among technical staff to provide the business community with alternatives and solutions to meet agreed requirements, participates in project planning sessions with clients, business analysts, and team members.
3. Supports the production environment; logs and tracks problems; works with team members to respond to questions and support requests.
4. Participates in meetings with Business Units and technical staff to address issues.
5. Works with team members to ensure outstanding problems are addressed by the appropriate support group/individual and priorities and deadlines are established. Performs regular follow-up according to procedures and confirms resolution with user prior to closing the problem reports.
6. Maintains documentation of IT procedures, system configuration standards, maintenance, and upgrades.
7. Assists in the develop of test plans that incorporate Corporate Testing Standards, performs testing activities, and partners with Business units in support of test scripts and test plans for acceptance testing.
8. Works with team on design and pre-implementation walkthroughs, ensures that a test environment is available, ensures test results are documented, approvals are received prior to implementation, ensures development and validity of disaster recovery plans for assigned applications. Assists to define interface requirements and methodology.
9. Recommends business testing requirements.

Qualifications Guide

1. Knowledge of:
 - Microsoft SQL database and use of SQL statements.
 - Standard business functions and procedures.
 - Project Management standards and principles.

- Excellent verbal and written communication skills, especially the ability to effectively interpret and translate business needs and report on system trends or issues.
- Excellent interpersonal skills to develop effective trust relationship with technical team, data stewards, and business users.
- Organizational skills and the ability to perform tasks accurately with attention to detail including the ability to prioritize tasks/assignments and the ability to meet deadlines.

2. Ability to:

- Actively nurtures a positive business relationship with business units and partners.
- Ability to increase knowledge of products and services supported.

Education and Experience:

Any combination of education and experience equivalent to a bachelor's degree in computer science, computer science, management information systems, or other information technology field, or equivalent combination of relevant education and experience. One (1) year of professional information technology experience is desired.

EXHIBIT B: PRICE SUMMARY SHEET

PRICE SUMMARY SHEET

Enter below the proposed fully-burdened hourly rate for each contract position described in the Scope of Work, Exhibit A. Prices shall include direct costs, indirect costs, and profits. The Authority’s intention is to award a five-year, time-and-expense contract.

Firm Name: _____

NOTE: Consultant Hourly Pay Rate – includes weekdays, Saturday, Sunday, Holidays, and Overtime.

Hourly Billable Rate - includes consultant hourly rate, general and administration, overhead, any travel expenses and profit.

Item	Contract Staff Positions	Year 1		Year 2		Year 3		Year 4		Year 5	
		Hourly Billable Rate	Hourly Pay Rates	Hourly Billable Rate	Hourly Pay Rates	Hourly Billable Rate	Hourly Pay Rates	Hourly Billable Rate	Hourly Pay Rates	Hourly Billable Rate	Hourly Pay Rates
1	Business Analyst (Senior)										
2	Business Analyst (Mid)										
3	Transit Business Analyst (Senior)										
4	Transit Business Analyst (Mid)										
5	Programmer Analyst (Senior)										
6	Programmer Analyst (Mid)										
7	Programmer Analyst (Associate)										
8	IS Project Manager (Senior)										
9	IS Project Manager (Mid)										
10	IS Project Manager – Operations Security (Senior)										
11	Business Intelligence (BI) Analyst (Business Objects/QlikView) (Senior)										

**RFP 2-2746
Exhibit B**

Item	Contract Staff Positions	Year 1		Year 2		Year 3		Year 4		Year 5	
		Hourly Billable Rate	Hourly Pay Rates	Hourly Billable Rate	Hourly Pay Rates	Hourly Billable Rate	Hourly Pay Rates	Hourly Billable Rate	Hourly Pay Rates	Hourly Billable Rate	Hourly Pay Rates
12	Business Intelligence (BI) Analyst (Business Objects/QlikView) (Mid)										
13	Data Warehouse Architect (Principal)										
14	Data Warehouse Architect (Senior)										
15	Data Warehouse Architect (Mid)										
16	Database Administrator (Senior)										
17	Database Administrator (Mid)										
18	Helpdesk Technician (Senior)										
19	Desktop Technician (Senior)										
20	Desktop Technician (Mid)										
21	System Engineer (Senior)										
22	Network Engineer (Senior)										
23	Applications Analyst (Principal)										
24	Applications Analyst (Senior)										
25	Applications Analyst (Mid)										
26	Applications Analyst (Associate)										

FIRM ACKNOWLEDGMENT:

1. I acknowledge receipt of RFP 2-2746 and Addenda No.(s) _____.
2. This offer shall remain firm for _____ days from the date of proposal.
(Minimum of 120)

Please type in your Firm's information below:

COMPANY NAME

FULL ADDRESS

TELEPHONE NO

EMAIL ADDRESS

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR

NAME AND TITLE

DATE SIGNED

EXHIBIT C: PROPOSED AGREEMENT

PROPOSED AGREEMENT NO. C-2-2746

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THIS AGREEMENT is effective this ____ day of _____, 2023 ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), and , , , (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, AUTHORITY requires assistance from CONSULTANT to provide long-term contract personnel for various positions within the AUTHORITY's Information Systems Department; and

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

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

WHEREAS, CONSULTANT wishes to perform these services;

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

ARTICLE 1. COMPLETE AGREEMENT

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

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

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

6 **ARTICLE 2. AUTHORITY DESIGNEE**

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

9 **ARTICLE 3. SCOPE OF WORK**

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

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

16 **Names**

Functions

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

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

4 **ARTICLE 4. TERM OF AGREEMENT**

5 This Agreement shall commence upon execution by both parties and shall continue in full force
 6 and effect through March 31, 2028, unless earlier terminated or extended as provided in this Agreement.

7 **ARTICLE 5. PAYMENT**

8 B. For each full hour of labor satisfactorily performed by CONSULTANT's personnel under this
 9 Agreement, AUTHORITY shall pay CONSULTANT an hourly labor rate. The hourly labor rates shall not
 10 exceed the rates listed below which shall remain fixed for the entire term of this Agreement and are
 11 acknowledged to include CONSULTANT's direct labor costs, indirect costs and profit.

Description	Year 1	Year 2	Year 3	Year 4	Year 5
Business Analyst (Mid)	\$	\$	\$	\$	\$
Business Analyst (Senior)	\$	\$	\$	\$	\$
Transit Business Analyst (Mid)	\$	\$	\$	\$	\$
Transit Business Analyst (Senior)	\$	\$	\$	\$	\$
Programmer Analyst (Associate)	\$	\$	\$	\$	\$
Programmer Analyst (Mid)	\$	\$	\$	\$	\$
Programmer Analyst (Senior)	\$	\$	\$	\$	\$
IS Project Manager (Mid)	\$	\$	\$	\$	\$
IS Project Manager (Senior)	\$	\$	\$	\$	\$
IS Project Manager – Operations Security Senior	\$	\$	\$	\$	\$
Business Intelligence (BI) Analyst (Business Objects/Qlikview) (Mid)	\$	\$	\$	\$	\$
Business Intelligence (BI) Analyst (Business Objects/Qlikview) (Senior)	\$	\$	\$	\$	\$
Data Warehouse Architect (Mid)	\$	\$	\$	\$	\$
Data Warehouse Architect (Senior)	\$	\$	\$	\$	\$
Data Warehouse Architect (Principal)	\$	\$	\$	\$	\$

EXHIBIT C

1	Database Administrator (Mid)	\$	\$	\$	\$	\$
2	Database Administrator (Senior)	\$	\$	\$	\$	\$
3	Help Desk Technician (Senior)	\$	\$	\$	\$	\$
4	Desktop Technician (Mid)	\$	\$	\$	\$	\$
5	Desktop Technician (Senior)	\$	\$	\$	\$	\$
6	System Engineer (Senior)	\$	\$	\$	\$	\$
7	Network Engineer (Senior)	\$	\$	\$	\$	\$
8	Applications Analyst (Associate)	\$	\$	\$	\$	\$
9	Applications Analyst (Mid)	\$	\$	\$	\$	\$
	Applications Analyst (Senior)	\$	\$	\$	\$	\$
	Applications Analyst (Principal)	\$	\$	\$	\$	\$

10 C. Timesheets shall be completed at the end of each workweek by CONSULTANT’s personnel
 11 and must be approved and signed by the AUTHORITY’s Project Manager. CONSULTANT may request
 12 payment by invoicing on a monthly basis in duplicate to AUTHORITY’s Accounts Payable office. Each
 13 invoice shall be accompanied by a monthly progress report specifying the work, which has been
 14 performed. CONSULTANT shall also furnish such other information as may be requested by
 15 AUTHORITY to substantiate the validity of an invoice.

16 **ARTICLE 6. MAXIMUM OBLIGATION**

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

22 **ARTICLE 7. NOTICES**

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

1 To CONSULTANT: (TBD)

To AUTHORITY:

2 Orange County Transportation Authority

3 550 South Main Street

4 P.O. Box 14184

5 Orange, CA 92863-1584

6 ATTENTION:

ATTENTION: Yarida Guzman

7 Title:

Title: Senior Contract Administrator

8 Phone:

Phone: (714) 560 - 5077

9 Email:

Email: yguzman@octa.net

10 **ARTICLE 8. INDEPENDENT CONTRACTOR**

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

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

22 **ARTICLE 9. INSURANCE**

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

- 26 1. Commercial General Liability, to include Products/Completed Operations,

1 Independent Contractors', Contractual Liability, and Personal Injury Liability, and Property Damage with
2 a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000
3 Products/Completed Operations aggregate;

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

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

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

10 5. Professional Liability with minimum limits of \$1,000,000 only if the CONSULTANT
11 is required by contract or law to be licensed or specially certified and AUTHORITY is relying on
12 performance based on that specialty license or certification.

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

21 C. CONSULTANT shall include on the face of the certificate of insurance the Agreement
22 Number C-2-2746 and, the Senior Contract Administrator's Name, Yarida Guzman.

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

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

4 **ARTICLE 10. ORDER OF PRECEDENCE**

5 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:
6 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 2-2746;
7 (3) CONSULTANT's proposal dated _____; (4) all other documents, if any, cited herein or
8 incorporated by reference.

9 **ARTICLE 11. CHANGES**

10 By written notice or order, AUTHORITY may, from time to time, order work suspension and/or
11 make changes in the general scope of this Agreement, including, but not limited to, the services furnished
12 to AUTHORITY by CONSULTANT as described in the Scope of Work. If any such work suspension or
13 change causes an increase or decrease in the price of this Agreement, or in the time required for its
14 performance, CONSULTANT shall promptly notify AUTHORITY thereof and assert its claim for
15 adjustment within ten (10) calendar days after the change or work suspension is ordered, and an
16 equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONSULTANT
17 from proceeding immediately with the Agreement as changed.

18 **ARTICLE 12. DISPUTES**

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

25 B. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with
26 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,

1 CAMM. Nothing in this Agreement, however, shall be construed as making final the decision of any
2 AUTHORITY official or representative on a question of law, which questions shall be settled in
3 accordance with the laws of the State of California.

4 **ARTICLE 13. TERMINATION**

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

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

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21
22 **ARTICLE 14. INDEMNIFICATION**

23 CONSULTANT shall indemnify, defend and hold harmless AUTHORITY, its
24 officers, directors, employees and agents (indemnities) from and against any and all claims (including
25 attorneys' fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily
26 injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or

1 willful misconduct by CONSULTANT, its officers, directors, employees, agents, subconsultants or
2 suppliers in connection with or arising out of the performance of this Agreement.

3 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

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

15 **Subcontractor Name/Addresses**

Subcontractor Function

16
17
18 **ARTICLE 16. AUDIT AND INSPECTION OF RECORDS**

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

1 means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

2 **ARTICLE 17. CONFLICT OF INTEREST**

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

11 **ARTICLE 18. CODE OF CONDUCT**

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

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

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

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

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

24 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

25 In connection with its performance under this Agreement, CONSULTANT shall not discriminate
26 against any employee or applicant for employment because of race, religion, color, sex, age or national

1 origin. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that
2 employees are treated during their employment, without regard to their race, religion, color, sex, age or
3 national origin. Such actions shall include, but not be limited to, the following: employment, upgrading,
4 demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other
5 forms of compensation; and selection for training, including apprenticeship.

6 **ARTICLE 22. PROHIBITED INTERESTS**

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

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

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

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

26 C. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be

1 released by CONSULTANT to any other person or agency except after prior written approval by
2 AUTHORITY, except as necessary for the performance of services under this Agreement. All press
3 releases, including graphic display information to be published in newspapers, magazines, etc., are to be
4 handled only by AUTHORITY unless otherwise agreed to by CONSULTANT and AUTHORITY.

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

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

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

26 /

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

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

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

17 **ARTICLE 26. ALCOHOL AND DRUG POLICY**

18 AUTHORITY and CONSULTANT shall provide under this Agreement, a safe and healthy work
19 environment free from the influence of alcohol and drugs. Failure to comply with this Article may result
20 in nonpayment or termination of this Agreement.

21 **ARTICLE 27. FORCE MAJEURE**

22 Either party shall be excused from performing its obligations under this Agreement during the time
23 and to the extent that it is prevented from performing by an unforeseeable cause beyond its control,
24 including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products,
25 plants or facilities by the federal, state or local government; national fuel shortage; or a material act or
26 omission by the other party; when satisfactory evidence of such cause is presented to the other party,

and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

ARTICLE 28. HEALTH AND SAFETY REQUIREMENT

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-2-2746 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: _____

Andrew Oftelie, Chief Financial Officer
Finance and Administration

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORMS

STATUS OF PAST AND PRESENT CONTRACTS FORM

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

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

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

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

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

Name

Signature

Title

Date

EXHIBIT E: CAMPAIGN CONTRIBUTION DISCLOSURE FORMS

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: _____ RFP Title: _____

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

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

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

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

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

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

Print Firm Name

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

EXHIBIT F: LEVEL 1 SAFETY SPECIFICATIONS

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

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

G. INJURY AND ILLNESS PREVENTION PLAN

The Contractor shall submit to the Authority, a copy of their company Injury and Illness Prevention Plan (IIPP) in accordance with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier contractors, suppliers, and vendors.

- H. Contractor shall provide a copy of the Policy or Program of Company's Substance Abuse Prevention Policy that complies with the 1988 Drug Free Workplace Act.

1.2 HEAT ILLNESS PREVENTION PROGRAM

- A. Contractor shall provide a copy of their company Heat Illness Prevention Program in accordance with CCR Title 8, Section 3395, Heat Illness Prevention.

1.3 HAZARD COMMUNICATION

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

1.4 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents:
 - 1. Damage to Authority property (or incidents involving third party property damage);
 - 2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration);
 - 3. Incidents impacting the environment, i.e. spills or releases on Authority property.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the general public that arise from the performance of Authority contract work. An immediate verbal notice followed by an 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, the contributing factors that lead to the incident occurrence, a copy of

the company policy or procedure associated with the incident and evaluation of effectiveness, copy of the task planning documentation, and the corrective action initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report acceptable to OCTA.

1.5 PERSONAL PROTECTIVE EQUIPMENT

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

1.6 REFERENCES

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

END OF SECTION

EXHIBIT G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

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

Offeror: _____

RFP No.: _____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

- Scope of Work (Technical) _____
- Proposed Agreement (Contractual) _____

Reference Section/Exhibit: _____ Page/Article No. _____

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:

_____ _____



COMMITTEE TRANSMITTAL

September 26, 2022

To: Members of the Board of Directors

From: Andrea West, Interim Clerk of the Board

(A)

Subject: State Legislative Status Report

Legislative and Communications Committee Meeting of September 15, 2022

Present: Directors Bartlett, Hennessey, Hernandez, Murphy, and
Wagner

Absent: Director Delgleize

Committee Vote

No action was taken on this item.

Staff Recommendation

Receive and file as an information item.



September 15, 2022

To: Legislative and Communications Committee
From: Darrell E. Johnson, Chief Executive Officer
Subject: State Legislative Status Report

A handwritten signature in blue ink, appearing to read "Darrell E. Johnson", is written over the "From:" line of the header.

Overview

The Orange County Transportation Authority provides regular updates to the Legislative and Communications Committee on policy issues directly impacting its overall programs, projects, and operations. An update is given on the actions related to the end of session for the State Legislature. This includes status updates and summaries on bills the Orange County Transportation Authority has taken positions on or has been closely monitoring this session.

Recommendation

Receive and file as an information item.

Discussion

End of Session Update

The Legislature had until August 31, 2022, to approve legislation to be submitted to Governor Newsom. The Governor will have until September 30, 2022, to sign or veto bills that the Legislature passed this year. At the time of the writing this staff report, several bills of which the Orange County Transportation Authority (OCTA) had taken a position are pending with the Governor or were already signed into law. Below is the status of those bills:

Bills with an OCTA Position

AB 1919 (Holden, D-Pasadena): Youth Transit Pass Pilot Program: Free Youth Transit Passes

Position: Support

Status: Pending with Governor

Upon appropriation from the Legislature, AB 1919 would require the California Department of Transportation (Caltrans) to create the Youth Transit Pass Program. Guidelines for the program would be developed on or before

June 30, 2023, by Caltrans in collaboration with transit agencies, educational institutions, metropolitan planning organizations, and regional transportation planning agencies. AB 1919 would allow for transit agencies, on their own or in partnership with educational institutions, to submit grant applications for the costs of implementing free youth transit passes, maintaining an existing fare free program, the costs of providing free transit services, and more. These transit programs are a key part of the strategy to improve mobility options, reduce congestion, and reduce greenhouse gas (GHG) emissions. For agencies, such as OCTA, who already have programs to provide free transit passes for those 18 and under, funding for this program would be eligible for more expansive transit operations purposes.

Ultimately, the Legislature did not appropriate funding for this purpose within any of the state budget bills. While the bill can still be signed into law without the funding, it will not be effective until such appropriation takes place.

AB 1946 (Boerner Horvath, D-Encinitas): Electric Bicycles: Safety and Training Program

Position: Support

Status: Signed by Governor

AB 1946 will require the Department of California Highway Patrol to develop statewide safety standards and training programs for evidence-based practices for users of electric bicycles before September 1, 2023. In Orange County, many of the cities are seeing an increased use of electric bicycles. Electric bicycles provide a unique transportation option for individuals. However, there are also serious risks involved due to their increased speed, and many individuals do not know where it is safe to use an electric bicycle or how to handle the operation of such. While there are many rules and regulations that govern electric bicycles, AB 1946 will establish consistent safety standards and training programs to provide a guide to users for the safe operation of electric bicycles. This bill was signed into law by the Governor on August 15, 2022, and will take effect January 1, 2023.

AB 2028 (Davies, R-San Juan Capistrano): Pupil Instruction: Bicycle and Scooter Safety

Position: Support

Status: Signed by Governor

AB 2028 expands the authorization in existing statute that a governing board of any school district can provide time and facilities to any local law enforcement agency having jurisdiction over the schools of the district, for bicycle safety instruction to also include scooters, electric bicycles, motorized bicycles, and/or motorized scooters safety instruction. With new mobility technologies emerging, it is important to ensure safety practices improve simultaneously. Throughout the county, there is an increased use of electric bicycles and, unfortunately, a

correlation of increased accidents using these mobility devices. This bill provides an avenue to instruct individuals on what safety equipment and practices are not only protective, but required by law. Especially with electric bicycles, there are many rules and regulations – which can differ by city – on how to outfit the bicycle with appropriate safety features and where, when, and how a person can operate different classes of electric bicycles. With this legislation, school districts can partner with organizations, other than law enforcement, with a unique understanding of these types of transportation devices, which will promote safety throughout California. This bill was signed into law by the Governor on July 19, 2022, and will take effect January 1, 2023.

AB 2438 (Friedman, D-Glendale): Transportation Funding: Guidelines and Plans

Position: Oppose

Status: Pending with Governor

AB 2438 would integrate strategies identified in the Climate Action Plan for Transportation Infrastructure (CAPTI) into various transportation funding programs and require future iterations of the California Transportation Plan (CTP) to be fiscally constrained. Under AB 2438, the California State Transportation Agency (CalSTA), Caltrans, and the California Transportation Commission (CTC), would need to revise guidelines for their respective funding programs by January 1, 2024. These funding programs include the Trade Corridor Enhancement Program, Solutions for Congested Corridors Program, Local Partnership Program, Transit and Intercity Rail Capital Program (TIRCP), and the State Rail Assistance Program. These guidelines, at a minimum, would need to do all of the following: ensure project nominations are available for public review before a decision to award funding is made, ensure the project selection processes include the strategies established in CAPTI, allow funding recommendations to be released before the decision is made to award a project, and include best practices informed by a public process. To inform the guidelines, each agency must have public workshops to receive input to ensure the guidelines will provide the public with meaningful participation in actions resulting in the awarding of such funds.

Because CAPTI consists of recommendations for future actions, this could create uncertainty for funding programs as implementation of CAPTI occurs because a project that may be consistent now, may later be deemed inconsistent. However, statute would lock in the July 2021 CAPTI recommendations, regardless of how state policy priorities may change. Putting a document such as CAPTI in statute that, by its nature, evolves overtime is concerning precedent because it essentially codifies a policy that may quickly become outdated. While AB 2438 does require the CTP to be fiscally constrained and to consider the feasibility of various planning assumptions, there also has to be assurances that these determinations are not made in a manner that reallocates resources around the State, especially those related to local sales tax measures or funding from formula programs.

Several groups removed their opposition to AB 2438 with the last round of amendments which limited the scope of the bill to certain funding programs, and revised the language related to the CTP. Transportation California, the League of California Cities, the California State Association of Counties, and the Rural County Representatives of California all went neutral with these amendments. However, in addition to OCTA, several labor groups, the Self-Help Counties Coalition, California Association of Councils of Governments, Riverside County Transportation Commission, and the San Bernardino County Transportation Authority, all continued to oppose due to concerns about the potential for the bill to preclude state funding from being used for various transportation projects. It is unclear whether the Governor will sign this bill, with some signaling that this may be included as part of a larger environmental legislative package.

AB 2441 (Kalra, D-San Jose): Public Employment: Local Public Transit Agencies: Autonomous Transit Vehicle Technology

Position: Oppose Unless Amended

Status: Pending with Governor

AB 2441 would require transit agencies to disclose to their respective employee representatives any plans to introduce new autonomous transit vehicle technology for public transit services. Upon its determination to begin or make substantive progress toward initiating any procurement process or plan to acquire or deploy any new autonomous transit vehicle technology for public transit services, the employer would need to provide a written notice to the employee representative no less than 12 months before the process, plan, or deployment. Following the notification, the employee representative can request that the employer provide a comprehensive analysis of the effects of the new products, services, or type of operation on workers, the potential gaps in skills that may result, and the total amount budgeted for training and retraining programs for affected workers. If requested by the employee representative, a public transit employer must commence in collective bargaining with the union on specified areas related to the technology beyond workforce development plans, training, and transition plans.

While there were attempts to work with the author to narrow the scope of this legislation's effect, there are still significant concerns with how this bill will impact the use of new autonomous vehicle technology by transit agencies. Among the most immediate concerns, transit agencies are already engaged in collective bargaining procedures with employees, which renders the need for this bill redundant and unnecessary. The truncated timelines dictated in this legislation also do not provide enough time to agencies to provide the necessary comprehensive analysis for the effects associated with the new autonomous transit vehicle technology. It also remains unclear when this process would be triggered because it is not a certain time in the procurement process. Therefore, agencies would be hesitant to utilize technologies that could increase safety, productivity, and environmental benefits.

OCTA, along with coalition of stakeholders including the California Transit Association (CTA), worked with the author on a proposed series of amendments that would have maintained collective bargaining, narrowed the bill's focus, and established manageable timelines for meeting the bill's requirements. Ultimately, the amendments were not accepted in their entirety, and OCTA remains opposed.

AB 2594 (Ting, D-San Francisco): Vehicle Registration and Toll Charges

Position: Neutral (previously Oppose Unless Amended)

Status: Pending with Governor

AB 2594 would make significant changes to a variety of processes by toll agencies in the enforcement and collection of tolls and any associated penalties, the sale of transponders and other electronic toll collection device mechanisms, and how rental cars can use the toll facilities. The bill is largely informed by a report on perceived inequitable toll practices on facilities in the Bay Area, by the San Francisco Bay Area Planning and Urban Research Association (SPUR), a non-profit organization based in the Bay Area focused on advocating for increased equity and sustainability in urban planning and project design.

OCTA originally adopted an "oppose unless amended position" on AB 2594, due to concerns the bill in its original form would mandate the use of invoicing on all toll facilities, create new unfunded mandates, and conflict with statutory and financial governance rules for various facilities. Over several months, OCTA worked with the other toll agencies within the California Toll Operators Committee and the author's office, to come to agreement on several amendments that removed the opposition of all toll agencies within the State. As currently drafted, the bill would still enact several new requirements focused on creating added equity in the operation of toll facilities. This includes allowing for payment plans, revising state statutory limits on toll penalties, and allowing for more consistency in customer service across toll agencies.

As a result of these successful negotiations, the author of the bill has also agreed to explore the potential for future legislation to address concerns toll agencies have advocated about over the last few years related to interoperability requirements and communications.

AB 2622 (Mullin, D-San Mateo): Sales and Use Taxes: Exemptions: Zero-Emission: Transit

Position: Support

Status: Pending with Governor

Sponsored by CTA, AB 2622 would extend the sunset date on the sales tax exemption for the purchase of zero-emission transit buses (ZEB) from January 1, 2024, to January 1, 2026. By doing so, it would reduce the associated

upfront costs on public transit agencies' transition to zero-emission technologies. AB 2622 could provide much-needed financial assistance to facilitate the purchase of ZEBs, aiding the State in reaching its air quality and climate goals. More specifically, the sales tax exemption will help transit agencies reduce the costs of achieving the ZEB purchase requirements under the California Air Resources Board's Innovative Clean Transit regulation, which requires transit agencies to transition to a 100 percent zero-emission fleet by 2040. In the near term, it is expected this legislation could save OCTA approximately \$706,000 on the purchase of ten battery-electric buses approved by the OCTA Board of Directors (Board) in October 2020. OCTA could also experience cost savings on future ZEB purchases until 2026. By reducing zero-emission fleet costs, transit agencies can use savings toward maintaining operations and other capital expenditures.

SB 922 (Wiener, D-San Francisco): California Environmental Quality Act: Exemptions: Transportation-Related Projects

Position: Support

Status: Pending with Governor

Also sponsored by CTA, and several other organizations, SB 922 would extend and expand exemptions from the California Environmental Quality Act (CEQA) for certain clean transportation projects. SB 288 (Chapter 200, Statutes of 2020) created an exemption from CEQA, until January 1, 2023, for certain clean transportation projects, including projects for new bus rapid transit, bus, or light rail services on public rail or highway rights-of-way, transit prioritization projects, projects that improve customer information and wayfinding for transit riders, bicyclists, or pedestrians, projects to construct or maintain infrastructure to charge or refuel zero-emission buses, projects carried out by a city or county to reduce minimum parking requirements, and projects for pedestrian and bicycle facilities. SB 922 expands and extends the project eligibility until January 1, 2030, providing the opportunity to further expedite the delivery of clean transportation options and expand access to alternative modes of mobility. Projects now eligible for this exemption include transit stop and safety improvements, bus-only lanes, construction or maintenance of infrastructure or facilities to charge, refuel, or maintain zero-emission public transit buses, and more.

SB 942 (Newman, D-Fullerton): Low Carbon Transit Operations Program: Free Or Reduced Fare Transit Program

Position: Sponsor

Status: Pending with Governor

Co-sponsored by OCTA and CTA, SB 942 would provide California public transit agencies with the flexibility to utilize Low Carbon Transit Operations Program (LCTOP) funds for free- or reduced-fare transit programs on a continuous basis. Each year, five percent of cap-and-trade revenues are dedicated to LCTOP.

LCTOP is allocated pursuant to the State Transit Assistance formula, allowing each transit agency in the State the ability to dedicate funding towards innovative transit capital and operations projects. Approved projects eligible for LCTOP funds generally support new or expanded bus or rail services, including the initial use of such funds for reduced- or free-transit fare pilot programs. In order for this funding to be used for a project or program, transit agencies have to meet several requirements, including investment in disadvantaged communities, an ability to demonstrate a reduction in GHG emissions, assurance that expenditures do not supplant another source of funds, and that the funds will be used to support transit operations and capital programs. However, the program currently does not afford transit agencies the ability to fund operational programs, like free or reduced transit fare programs, on an ongoing basis.

OCTA successfully operated a Youth Ride Free program as a six-month promotional pass that allowed youth ages 18 and under to ride all Orange County fixed-route buses for free. Earlier this year, the Board unanimously voted to make this program permanent and expand it to include paratransit riders 18 and under. In taking this action, our Board identified LCTOP funding as necessary to ensure this program remains in place. This program has had over 2 million total boardings since the beginning of the program one year ago, and the number of unique youth riders has continued to increase since the program's inception. This program has helped support the economic recovery of Orange County and mitigate the financial impacts from the coronavirus pandemic on low-income and diverse populations.

SB 942 will clarify that ongoing use of LCTOP funding for these types of programs is authorized, allowing transit agencies such as OCTA, to sustain current programs. Without such clarity, transit agencies like OCTA do not have the funding to support these free- or reduced-fare transit programs long term. SB 942 will provide several benefits, including expanding public transit utilization by creating lifelong transit riders, reducing congestion on our streets and roads, and ultimately, bringing increased benefit to the environment, all of which are top priorities for the State.

SB 1121 (Gonzalez, D-Long Beach): State and Local Transportation System: Needs Assessment

Position: Support

Status: Pending with Governor

SB 1121 would require the CTC, in consultation with CalSTA and Caltrans, to create a needs assessment to analyze the costs over the next ten years to operate, maintain, and provide the necessary growth of the state and local transportation system. As part of this assessment, the CTC, with CalSTA and Caltrans, is to forecast the expected revenue, including federal, state, and local revenues to pay for the identified costs, any shortfall in revenue, and make recommendations on how any shortfall should be addressed. In determining the

cost of the necessary future growth of the system, the CTC is to include the costs of improvements included in the State Transportation Improvement Program and the State Highway System Management Plan. In addition, the assessment would evaluate the costs to address climate change impacts to provide for system resiliency. In developing the needs assessment, the CTC would consult with relevant stakeholders and would be required to submit an interim needs assessment to the Legislature by January 1, 2024, a completed needs assessment by January 1, 2025, and provide updates every five years thereafter. Importantly, this needs assessment would not only look at the capital needs of the transportation system, but also the costs of operating such a system, including transit. As the State seeks ways to expand transit accessibility, the costs of operating such expansion in a sustainable manner is often not factored into the overall costs. SB 1121 provides a critical means to ensure such costs are included in future estimates.

Overall, SB 1121 will provide a more comprehensive understanding of the costs to operate, maintain, and grow the transportation system going forward, including the costs to address climate change impacts and provide for system resiliency. This could then inform any future policy discussions and provide a critical means to allow for increased transparency in various areas, including funding for sustainable transit operations, transitioning to zero-emission technology, and increased costs of labor and materials.

Bills Pending Without an OCTA Position

OCTA did not take a position on the following bills, but they are of interest and may have impacts to OCTA projects, programs, or operations upon implementation:

AB 2449 (Rubio, D-Baldwin Park): Open Meetings: Local Agencies: Teleconferences

Status: Pending with Governor

Since the coronavirus pandemic changed the way in which people gather, there were various changes made to Ralph M. Brown Act (Brown Act) to facilitate virtual meetings. During the height of the pandemic, the Governor, by Executive Order, temporarily waived Brown Act requirements so that members could meet virtually. In 2021, AB 361 (Chapter 165, Statutes of 2021), allowed legislative bodies to hold a meeting by teleconference until January 1, 2024, so long as there is a proclaimed state of emergency and the Board has determined that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

AB 2449 would create a teleconferencing option that does not require noticing a Board Member's location on the agenda or making their location available for public comment without a state of emergency until January 1, 2026, so long as

a quorum of Board Members participate in person. While utilizing this flexibility the Board must provide a means by which the public may remotely hear and visually observe the meeting and remotely address the legislative body. If utilized at OCTA, this would require the implementation of cameras for Board meetings since presently, the Board only utilized one-way audio streaming. If a meeting is disrupted in a way that prevents remote participants from being able to provide public comment, no further action can be taken by the Board. There are also additional requirements for a Board Member to participate remotely, including demonstrating “just cause” or “emergency circumstances.” A remote participant must disclose if there are any other adults in the room and must utilize both audio and visual technology to participate. Finally, a Board Member cannot participate in meetings by teleconference under these rules for more than three consecutive months or 20 percent of the regular meetings for the local agency within a calendar year.

SB 674 (Durazo, D-Los Angeles): Public contracts: Workforce Development: Covered Public Contracts

Status: Pending with Governor

SB 674 is a two-year bill OCTA staff has been monitoring as it relates to certain public contracts and workforce requirements. Staff successfully worked with CTA and other stakeholders to narrow the scope of this legislation. When this legislation was brought to the Board in previous iterations, it would have required a California Jobs Plan Program or a United States Jobs Plan Program be submitted by an applicant for a transportation infrastructure-related public contract over \$10 million, administered by the Department of General Services (DGS), Caltrans, and local school districts. Applicants would have had to include the following details: the minimum number of jobs to be retained and created, wage levels, amounts to be paid for fringe benefits and worker training, training programs for individuals facing barriers to employment, and whether the project results in reduction in GHG emissions, water pollution, or energy consumption.

After several rounds of amendments, the legislation now requires a covered public contract, defined as a public contract awarded by DGS or Caltrans for the acquisition of zero-emission transit vehicles or electric vehicle supply equipment valued at more than \$10 million, to incorporate high road job standards, as specified. These would be developed by DGS, in consultation with Caltrans and the Labor and Workforce Development Agency. There are associated requirements related to demonstrating compliance and penalties if these reports are not made. SB 674 would sunset on January 1, 2028.

If this were to be signed into law, SB 674 could potentially impact OCTA’s ability to work with DGS to bring the costs down for procuring ZEBs; however, this is yet to be determined and will become clearer based on its implementation.

SB 1161 (Min, D-Irvine): Transit operators: street harassment plans
Status: Pending with Governor

In its original form, SB 1161 would have required the ten largest transit districts in the state, of which OCTA is one of them, to undertake a process to reduce incidents of street harassment on their transit system. SB 1161 has been amended significantly since it was last brought to the Board for information. While OCTA did not take a position on this legislation, staff worked closely with the author and stakeholders to inform the bill in order to make it workable for the affected agencies. The language has been amended to require the Mineta Transportation Institute at San Jose State University (Institute) to, on or before December 31, 2023, develop and make available a survey for the purpose of promoting consistency in the collection of data to inform efforts to improve the safety of riders and reduce street harassment on public transit. The survey must include demographic information regarding riders and information regarding a rider's experience with safety while waiting at public transit stops and riding public transit. The Institute must consult with organizations representing subpopulations impacted by street harassment and with transit operators. Additionally, they must consider existing efforts by a transit operator to collect survey data. Following the completion of the survey, OCTA staff expects future discussions about street harassment as it pertains to public transportation. This bill is co-sponsored by the Los Angeles County Metropolitan Transportation Authority and several other transit agencies.

Summary

An update is provided on relevant legislation that the Orange County Transportation Authority has either taken a position on or is expected to have some impacts on its overall operations, programs, or projects.

Attachment

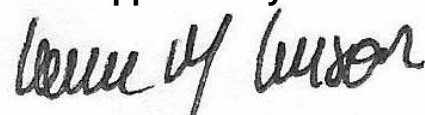
None.

Prepared by:



Alexis Leicht
Government Relations Representative,
Government Relations
(714) 560-5475

Approved by:



Lance M. Larson
Executive Director,
Government Relations
(714) 560-5908



COMMITTEE TRANSMITTAL

September 26, 2022

To: Members of the Board of Directors

From: Andrea West, Interim Clerk of the Board



Subject: Federal Legislative Status Report

Legislative and Communications Committee Meeting of September 15, 2022

Present: Directors Bartlett, Hennessey, Hernandez, Murphy, and
Wagner

Absent: Director Delgleize

Committee Vote

No action was taken on this item.

Staff Recommendation

Receive and file as an information item.



September 15, 2022

To: Legislative and Communications Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Federal Legislative Status Report

A handwritten signature in blue ink, appearing to read "Darrell Johnson", is written over the "To:" and "From:" fields of the memo.

Overview

The Orange County Transportation Authority regularly updates the Legislative and Communications Committee on policy and regulatory issues directly impacting the agency's programs, projects, and operations. This report includes an overview of the recently signed budget reconciliation bill focused on climate change and healthcare policies, the Inflation Reduction Act, and its transportation-related provisions. An update is also provided on the fiscal year 2023 appropriations process.

Recommendation

Receive and file as an information item.

Discussion

Inflation Reduction Act Overview

After months of debate on the potential for a budget reconciliation package largely aimed at targeting climate change and healthcare issues, agreement was finally reached in August after another round of negotiations took place between Senator Chuck Schumer (D-NY) and Senator Joe Manchin (D-WV). The scale of a potential package has varied through the course of negotiations over the last year, with previous iterations proposing as much as \$3.5 trillion for various climate change, healthcare, and social welfare programs. While using the reconciliation process afforded the possibility for a party-line vote for passage, due to concerns about the size of the package, potential impacts on inflation trends, and other policy concerns, Senator Manchin signaled his inability to vote for a broader package back in December 2021.

This final agreement represents a streamlined version of initial iterations, no longer including several provisions related to universal pre-kindergarten, child

tax credits, and expanded family leave requirements. Also not included were previous proposals to provide funding for transportation improvements related to climate change and equity, and mandates that would have instituted greenhouse gas emission reduction requirements for highway programs.

The final bill signed by President Biden on August 16, 2022, known as the Inflation Reduction Act, is an approximately \$750 billion package, with about \$450 billion in spending and tax breaks that is largely focused on climate change. Revenues are primarily generated by a 15 percent corporate minimum tax and other tax reform measures. For the transportation sector, some of the most notable provisions include the following:

- The extension of the alternative fuels excise tax credit through 2024. The tax credit expired at the end of 2021. OCTA generally receives about \$4 million annually through use of this tax credit for the compressed natural gas fuel used for transit operations. These tax credit funds are then used to help support on-going transit operations services.
- A new tax credit for commercial zero-emission vehicles, up to \$40,000 for certain heavy-duty vehicles, starting in 2023 and expiring at the end of 2032. For tax-exempt entities, it is unclear if any benefit will be realized at this time.
- \$1 billion for a new Clean Heavy-Duty Vehicles Program, for vehicles with a gross vehicle weight between 19,501 and 33,000 pounds. \$400 million of this amount is set-aside for non-attainment areas. These grants could be used for vehicle replacement, zero-emission infrastructure, workforce development and training, and planning and technical activities. However, only states, municipalities, Indian tribes, and certain contractors are eligible for these grants. Therefore, it is unclear if many transit agencies like OCTA, who do not fall into one of those groups, will be able to compete for these funds despite transit buses clearly falling within this category.
- \$3.2 billion for Neighborhood Access and Equity Grants, administered by the Federal Highway Administration (FHWA), providing competitive grants to states, local governments, Indian tribes, public authorities with a transportation function, and metropolitan planning organizations. Eligible uses include projects that improve walkability, safety, and affordable transportation access, mitigation or remediation for impacts from surface transportation facilities that create an obstacle to connectivity within a community or a source of pollution or other burden to disadvantaged communities, and planning in disadvantaged communities. Projects that increase travel lanes for single-occupant vehicles are not eligible for funding.

- \$2 billion for a new Low-Carbon Transportation Materials grant program, administered by FHWA, to reimburse or provide incentives to states, local governments, Indian tribes, public authorities, and metropolitan planning organizations for the use of construction materials and products that have reduced greenhouse gas emissions. Projects that result in increased travel lanes for single-occupant passenger vehicles are not eligible for this funding.
- \$350 million for the Federal Permitting Improvement Steering Council Environmental Review Improvement Fund to help coordinate a more efficient and effective environmental review and permit authorization process for major infrastructure projects.
- \$100 million for FHWA development and review of environmental review documents for proposed surface transportation projects, including administrative expenses for FHWA. Eligible entities include states, unit of local government, political subdivisions of states, or metropolitan planning organizations. Eligible activities include funding to conduct environmental review processes, permitting activities, and outreach.

Beyond the aforementioned provisions, the package also includes significant tax credits for the purchase of electric vehicles with associated manufacturing requirements, investment in renewable fuel production, and caps on prescription pricing for those on Medicare. As part of the agreement between Senators Schumer and Manchin, future legislation is to be pursued to expedite permits for certain energy projects, including for fossil fuels. However, it is unclear whether consensus exists in Congress to allow for passage of such proposal.

Fiscal Year 2023 Senate Appropriations Update

Prior to the start of August recess, on July 28, 2022, the Senate Appropriations Committee released a draft fiscal year (FY) 2023 Transportation, and Housing and Urban Development (THUD) appropriations proposal. This proposal essentially represents the draft developed by the majority members of the committee. No markup was scheduled, and actual negotiations on the appropriations bill are likely not to occur until after the November election. The release of the draft Senate THUD proposal comes after the House took action on their THUD bill on July 20, 2022, passing it by a vote of 220-207. While both the House and Senate THUD proposals maintain contract authority for transportation programs, and do not adjust the advanced appropriations included in the Infrastructure Investment and Jobs Act (IIJA), there are some differences:

- The House proposed \$4.6 billion for the Capital Investment Grants (CIG) program, \$3 billion which would come from annual appropriations and \$1.6 billion from the IIJA advanced appropriations. Within the \$3 billion from the House appropriations bill, \$1.9 billion would be for New Starts projects, \$41 million for Core Capacity projects, \$94 million for Small Starts projects, and \$350 million for Expedited Project Delivery for the CIG Pilot Program. In addition, \$600 million is set aside for existing CIG projects with full funding agreements that received a FY 2022 allocation and have either a CIG share of 40 percent or less or a signed full funding agreement under the previous administration. The Senate THUD proposal, on the other hand, includes \$4.1 billion for CIG, including the \$1.6 billion from IIJA advanced appropriations. Notably absent is any set-aside for existing CIG projects and only \$100 million proposed for the Expedited Project Delivery for the CIG Pilot Program. Meanwhile, the Senate proposes increased resources for Core Capacity and Small Starts, at \$100 million and \$411 million respectively.
- The House bill includes \$2.3 billion for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) competitive grant program, including \$775 million from the proposed appropriations bill, and the remainder from IIJA advanced appropriations. The Senate increases the proposed funding for RAISE for a total of \$2.53 billion, \$1.09 billion which would come from the annual proposed appropriation.
- The Senate proposes \$535 million for Consolidated Rail Infrastructure and Safety Improvement (CRISI) grants, compared to \$630 million in the House bill. The Senate bill also includes language that allows CRISI grants to be used for commuter rail projects that implement or sustain positive train control projects.
- The Senate THUD proposal includes \$1.43 billion for Bus and Bus Facilities grants, more than the \$1.35 billion included in the House bill. This difference is due to \$110 million more being included in the Senate proposal for BBF formula grants and \$60 million more in Low or No Emission Bus competitive grants, with a slight reduction of \$30 million in BBF competitive grants.
- The Senate THUD proposal includes \$200 million for the Federal-State Partnership for Intercity Passenger Rail grants, compared to \$555 million in the House bill. This does not include the \$7.2 billion included in advanced appropriations this year from the IIJA.
- The Senate proposal, similar to the FY 2022 appropriations bill, includes significant funding for the Bridge formula program, at \$1.38 billion. The

House bill did not propose additional funding for this program. This does not include advanced appropriations included in the IIJA.

- The Senate THUD proposal includes \$628.7 million in proposed community project funding requests, compared to \$1.275 billion included in the House bill. Notably absent in the Senate THUD proposal are projects within Orange County proposed by Senator Feinstein (D-CA) and Senator Padilla (D-CA), including funding for zero-emission buses. However, the Senate proposal does not impact the projects included for Orange County in the House bill.

It is expected that when Congress returns in September, work will begin on a short-term continuing resolution to maintain current funding levels through the November election. At that point, negotiations will occur on the FY 2023 appropriations bill. OCTA staff will continue to provide updates as more information becomes available.

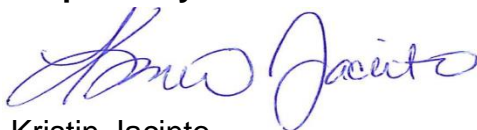
Summary

A summary is provided of the Inflation Reduction Act and an update on the fiscal year 2023 appropriations process.

Attachments

- A. Potomac Partners DC, Monthly Legislative Report – July 2022
- B. Potomac Partners DC, Monthly Legislative Report – August 2022

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Monthly Legislative Report – July 2022

July Advocacy Meetings

Congressman Lou Correa (D-CA) – We were in contact with Congressman Correa and his staff to discuss the Santa Ana-Garden Grove Rails to Trails earmark request included in the House Appropriations bill.

Congresswoman Young Kim (R-CA) – We worked with Congresswoman Kim's office to discuss the possible suspension to the Build America Bonds. We also discussed the OC Loop and the SR-91 earmark requests included in the House Appropriations bill.

Congressman Mike Levin (D-CA) - We were in contact with Congressman Levin's office to discuss the SR-74 improvements request that was included in the House Appropriations bill.

Congresswoman Judy Chu (D-CA) – We worked very closely with Congresswoman Chu's office to discuss developments in the Ways and Means committee regarding the possible provisions related to the Build America Bonds in the end of the year tax bill.

Congressman Pete Aguilar (D-CA) – We met with Congressman Aguilar and his staff this month to discuss support for the submitted earmark requests that were included in the House Appropriations bill.

Congresswoman Linda Sanchez (D-CA) – We met with Congresswoman Sanchez and her staff this month discuss ongoing grant programs and for support with the submitted earmark requests.

Congressman Ken Calvert (R-CA) – We met with Congressman Calvert to discuss the House Appropriations timelines for the six other bills not included in the minibus and plans for next year's congressional agenda.

Congressman Alan Lowenthal (D-CA) – We met with Congressman Lowenthal and his staff this month to discuss House T&I committee hearings this month and timing for the release of USDOT grant awards.

Senator Dianne Feinstein (D-CA) – We met with Senator Feinstein's staff multiple times this month to discuss the Congressionally Directed Spending requests for FY23. Senator Feinstein was able to secure less than 8% her submitted requests in the Senate THUD

appropriations bill. The Cutaway Bus Replacement earmark request was not included in the bill.

Senator Alex Padilla (D-CA) – We have been in communication with Senator Padilla’s staff this month to discuss possible alternatives, timelines, or prospects of the Inflation Reduction Act. We also discussed the Build America Bond’s possible suspension and FY23 appropriations. Senator Padilla was able to secure less than 5% his submitted requests in the Senate THUD appropriations bill. The Cutaway Bus Replacement and Harbor Boulevard earmark requests were not included in the bill. The Senator’s requests for the OC Loop and the Santa Ana-Garden Grove Rails to Trails were not included in the Senate bill, but they were included in the House bill by Congresswoman Kim and Congressman Correa respectively.

House Transportation and Infrastructure Committee – We met with staff from the Transportation and Infrastructure committee to discuss IIJA implementation. We also discussed IIJA projects for rail, the FAA reauthorization, and electrification plans within the region.

House Ways and Means Committee – We spoke with staff about the possible suspension of the Build America Bonds (BAB) subsidies with the elimination of the Pay As You Go Act (PAYGO) from 2023-2026. The timeline for determination on the suspension is most likely going to be reached in the end of the year tax bill.

Fiscal Year 2023 Appropriations

On July 20th, the House passed [H.R. 8294](#), a package of six fiscal year 2023 federal funding bills, on a 220 to 207 vote. The six-bill package consisted of the 2023 Transportation, and Housing and Urban Development, and Related Agencies; Agriculture, Rural Development, Food and Drug Administration, and Related Agencies; Energy and Water Development, and Related Agencies; Financial Services and General Government; Interior, Environment, and Related Agencies; and Military Construction, Veterans Affairs, and Related Agencies funding bills.

On July 28th, the Senate Appropriations Committee posted the “Chairman’s Mark” of the Committee’s twelve appropriations bills for Fiscal Year 2023 (FY23), essentially drafted by Committee Democrats without Republican support or involvement. These bills would provide nearly \$1.7 trillion in discretionary spending, including \$653 billion in non-defense spending, a 10.1% increase over FY 2022, and \$850 billion in defense spending, an 8.7% increase over FY 2022 and consistent with the amount included in the bipartisan National Defense Authorization Act (NDAA) recently passed by the House. Committee-prepared topline

summaries of the 12 bills are available [here](#). Chairman Leahy has confirmed the Committee will not hold formal markups of the spending bills and formal negotiations on the final spending bills are unlikely to begin in earnest until after the November elections. Below are the twelve Senate appropriations bills for Fiscal Year 2023.

- Agriculture:
 - [Bill Text](#)
 - [Explanatory Statement](#)
 - [Bill Summary](#)
- Commerce, Justice, Science, and Related Agencies:
 - [Bill Text](#)
 - [Explanatory Statement](#)
 - [Bill Summary](#)
- Defense:
 - [Bill Text](#)
 - [Explanatory Statement](#)
 - [Bill Summary](#)
- Energy and Water Development:
 - [Bill Text](#)
 - [Explanatory Statement](#)
 - [Bill Summary](#)
- Financial Services and General Government:
 - [Bill Text](#)
 - [Explanatory Statement](#)
 - [Bill Summary](#)
- Homeland Security:
 - [Bill Text](#)
 - [Explanatory Statement](#)
 - [Bill Summary](#)
- Interior, Environment, and Related Agencies:
 - [Bill Text](#)
 - [Explanatory Statement](#)
 - [Bill Summary](#)
- Labor, Health and Human Services, Education, and Related Agencies:
 - [Bill Text](#)
 - [Explanatory Statement](#)
 - [Bill Summary](#)
- Legislative Branch:
 - [Bill Text](#)
 - [Explanatory Statement](#)

- [Bill Summary](#)
- Military Construction, Veterans Affairs, and Related Agencies:
 - [Bill Text](#)
 - [Explanatory Statement](#)
 - [Bill Summary](#)
- State, Foreign Operations, and Related Programs (UPDATED at 3 p.m. 07/28):
 - [Bill Text](#)
 - [Explanatory Statement](#)
 - [Bill Summary](#)
- Transportation, Housing and Urban Development, and Related Agencies:
 - [Bill Text](#)
 - [Explanatory Statement](#)
 - [Bill Summary](#)

FTA Changes to Deadlines and Programs

On July 13th, the FTA had changes to the Authorized Funding Levels and Implementation of the Infrastructure Investment and Jobs Act and the FTA Fiscal Year 2022 Apportionments, Allocations, Program Information, and Interim Guidance. Below are the changes and corrections.

1. FY 2015 Transportation Investment Generating Economic Recovery (TIGER VII) Discretionary Grants Deadline
 - Recipients of open TIGER, BUILD and RAISE grants should be aware that, as matter of law, all remaining TIGER funds must be disbursed from grants by the end of the fifth fiscal year after the Expiration of Obligation Authority. (See [31 U.S.C. 1552](#).)
 - For FTA TIGER VII projects, Section 105—Administrative Provisions—Office of the Secretary of Transportation of the Consolidated Appropriations Act, 2022 ([Pub. L. 117-103](#), March 15, 2022), extended the availability of remaining TIGER VII funds for one year, through **September 30, 2023**. Recipients of open TIGER VII projects are encouraged to contact the appropriate FTA Regional Office with questions about the extension.

2. The IIJA authorizes funds over five years to provide financial assistance for rural areas under section 5311. The funding amounts per fiscal year have been changed. They include:
 - The Rural Transit Assistance Program (RTAP)
 - The Appalachian Development Public Transportation Assistance Program
 - The Tribal Transit Program

Previous Amounts					
Fiscal Year	2022	2023	2024	2025	2026
Funds Authorized	\$785,148,545	\$801,551,125	\$822,480,580	\$839,471,067	\$860,812,057

Updated Amounts					
Fiscal Year	2022	2023	2024	2025	2026
Funds Authorized	\$787,760,599	\$804,217,747	\$825,216,831	\$842,263,841	\$863,675,829

3. Formula Grants for Rural Areas changes to Total Amounts Apportioned for FY 2022.

Previous FY22 Amounts	
Total Appropriation	\$785,148,545
Total Apportioned	\$893,663,711

Updated FY22 Amounts	
Total Appropriation	\$787,760,599
Total Apportioned	896,275,765

4. Rural Transportation Assistance Program (49 U.S.C. 5311(b)(3)) changes in Authorized Amounts.

Previous Amounts					
Fiscal Year	2022	2023	2024	2025	2026
Funds Authorized	\$20,117,845	\$20,538,128	\$21,074,403	\$21,509,749	\$22,056,569

Updated Amounts					
Fiscal Year	2022	2023	2024	2025	2026
Funds Authorized	\$17,505,791	\$17,871,506	\$18,338,152	\$18,716,974	\$19,192,796

5. Changes in Rural Transportation Assistance Program Total Amounts Apportioned for FY 2022.

Previous FY22 Amounts	
Total Appropriation	\$20,117,845
Total Apportioned	\$17,563,773

Updated FY22 Amounts	
Total Appropriation	\$17,505,791
Total Apportioned	\$14,951,719

6. FTA Policy for FY 2022 Grant Changes

Previous Language: “In this notice, FTA provides pre-award authority through the authorization period of the IIJA (October 1, 2022, through September 30, 2026) for capital assistance under all formula programs, so long as the conditions described below are met.”

Updated Language: “In this notice, FTA provides pre-award authority through the authorization period of the IIJA (October 1, 2021, through September 30, 2026) for capital assistance under all formula programs, so long as the conditions described below are met. Previous notices provided pre-award authority applicable through September 30, 2021.”

To view the Federal Register Notice click [here](#).

Notice of Funding Opportunities for 2022

Past Programs:

RAISE Grants - Selections will be announced no later than August 12, 2022.

Infra Grants – Selections will be announced in fall of 2022

Mega Grants – Selections will be announced in fall of 2022

Port Infrastructure Development Program Grants – Fall 2022

Recently Opened Programs:

- Bridge Investment Program - Federal Highway Administration
- Railroad Crossing Elimination Program - Federal Railroad Administration
- Reconnecting Communities Pilot Program - Office of the Secretary

Upcoming Programs:

Summer:

- National Culvert Removal, Replacement, and Restoration Grant Program - Federal Highway Administration
- Thriving Communities - Office of the Secretary

August:

- Consolidated Rail Infrastructure & Safety Improvements Grant Program- Federal Railroad Administration

September:

- Strengthening Mobility and Revolutionizing Transportation (SMART) Grant Program Office of the Secretary

October:

- Fiscal year 2022 Federal-state Partnership (National) - Federal Railroad Administration

December:

Fiscal year 2022 Federal-state Partnership

Hearing: Implementing the Infrastructure Investment and Jobs Act

On July 19th, the House Transportation and Infrastructure Committee held the hearing entitled “Implementing the Infrastructure Investment and Jobs Act” with USDOT Secretary Buttigieg. Chairman DeFazio (D-OR) spoke on the IIJA and how it has apportioned to date nearly \$75 billion in highway, transit, and airport formula funds as well as 22 competitive grant programs rolled out in 2022. The Chairman commended the climate programs such as the CHG emissions tracker, the National Roadway Safety Strategy provisions, and the overall efforts by the administration to implement the IIJA. Ranking Member Graves (R-MO) spoke about the IIJA implementation and need to use the federal dollars properly. He said as it is the “law of the land” it is important to create less inflationary pressure by using the funds for projects that increase mobility around the country. The Ranking Member then expressed concerns that the IIJA is shaping up to be a different bill than originally introduced by prioritizing projects in the administration’s agenda.

Republicans generally focused on inflationary issues and possible future costs of implementing IIJA projects at higher than proposed levels. The other Republican concerns were the equity and “social programs” included in the bill. Some GOP Members claimed that the high costs of energy and fuel affect the targeted communities negatively far more than the proposed solutions of those programs such as the “Justice 40” program included in the IIJA. The disagreement with the Secretary on electric vehicle costs and costs of charging an

electric vehicle was also expressed by most Republicans during the hearing. The Democrats commended the Secretary for the Rural grants program in which the Secretary said the goal for this program was for entities that do not have enough resources are able find the grant opportunity and apply for it in a more streamlined way than the past. Most Democrats supported the electric vehicle charging initiatives that the IIJA includes. Most Congressmembers asked about specific projects within their districts referring to RAISE grants, INFRA applications, PIDP program, electrification, and electric vehicle incentives, among other projects that would reduce traffic congestion within their districts.

Rep. Napolitano (D-CA) mentioned the Railroad Crossing Elimination program and the issues it could solve in her district. The Secretary responded saying CRISI grants and Railroad Crossing Elimination programs are the ones to directly target further explaining that the FRA is meeting with stakeholders whether it is the City that operates the rail system or the specific entity that owns the railway line. The Secretary emphasized that improving communication between the stakeholders is the best way to implement the Railroad Crossing Elimination program. Rep. Napolitano then explained that her district needs more funding for this program and kindly invited the Secretary to see the zero emission buses in her district.

Rep. Lowenthal (D-CA) spoke on the Port of Long Beach to the Secretary explaining the need to implement part of the Port Infrastructure Development program's related to reducing truck emissions caused by idling at ports and electrification at the port. The Secretary responded saying that the 2022 funding is being moved as quickly as possible with an award date expected by early fall. The Secretary also recommended contacting the Port Envoy of the administration, Stephen Lyons that can help and visit ports around the country to discuss the implementation.

Rep. Steele (R-CA) focused her questions on the shortage of truck drivers, more specifically independent truck drivers in the state of California. She explained that the same laws that apply to company truck drivers do not apply for independent drivers, asking the Secretary to find a way to fix this as truck drivers are needed to reduce the supply chain backlog in the state. The Secretary acknowledged the problem of truck drivers leaving their jobs at fast rates but said there will be no interference with the state as it is a state law and he respects it.

To view the complete hearing click [here](#).

Inflation Reduction Act

On Wednesday July 27th, Senate Majority Leader Chuck Schumer (D-NY) and Senator Joe Manchin (D-WV) announced an agreement on a legislative package to provide more than \$369 billion for climate/energy investments, while lowering deficits by more than \$300 billion. The *Inflation Reduction Act of 2022, or IRA*, (bill text [here](#), one page summary [here](#)), closes several tax loopholes and includes prescription drug pricing reforms (among other provisions) to provide the necessary “pay-fors.”

Included below is a chart released by Senate Democrats that outlines both the primary sources of revenue-raisers that will be used to pay for the programs and investments included in the bill while also significantly contributing to deficit reduction:

TOTAL REVENUE RAISED	\$739 billion
15% Corporate Minimum Tax	313 billion*
Prescription Drug Pricing Reform	288 billion**
IRS Tax Enforcement	124 billion**
Carried Interest Loophole	14 billion*
TOTAL INVESTMENTS	\$433 billion
Energy Security and Climate Change	369 billion***
Affordable Care Act Extension	64 billion**
TOTAL DEFICIT REDUCTION	\$300+ billion

* = *Joint Committee on Taxation estimate*

** = *Congressional Budget Office estimate*

Shortly after Senators Schumer and Manchin announced the agreement, President Biden similarly announced he had spoken with them and strongly supported the proposal. Of note, Senator Manchin’s announcement references a deal with Democratic Leadership, including House Speaker Nancy Pelosi (D-CA), to advance permitting reform legislation in September when Congress returns from the August recess.

Senate Democrats are expected to advance the IRA via the Budget Reconciliation process, which will allow it pass with a simple majority to avoid a likely Republican filibuster. The surprise announcement comes after several failed attempts by Senate Democrats to advance similar (albeit much larger) packages, due in large part to Senator Manchin’s concerns about the impact of the previous proposals on inflation and the economy. Unified support among Senate Democrats will be required to ensure passage and Senator Kyrsten Sinema (D-AZ), who previously opposed efforts to include tax raising provisions in similar bills, has yet to comment on the proposed bill.

Also of note, several Democrats (particularly from New York and New Jersey) in both the House and Senate have also already expressed concern over the bill's lack of relief from the current cap on state and local tax deductions (SALT cap), and with no Republicans expected to support the bill in either chamber Democrats will need unified support in the Senate and could only afford a handful of defections in the House. Further complicating these matters, Senate Democrats are facing an increasing number of members contracting COVID-19, which will make scheduling a vote on this legislation more difficult. Despite this, Majority Leader Schumer indicated that he intends to put the bill on the floor this week before the Senate leaves for the August recess period. House Leadership has suggested the chamber could return early from their own August recess to consider the bill.

Please find below an overview of the legislative package based on the summaries provided by Senate Democrats:

Revenue Raising Proposals

- 15% Corporate Minimum Tax (raises \$313 billion):
 - Imposes a mandatory 15% corporate minimum tax on corporations with profits exceeding \$1 billion; Senate Democrats argue that while the current statutory corporate tax is 21%, many large corporations use tax “loopholes” to avoid paying that rate and in fact pay below 15%.

- Prescription Drug Pricing Reform (raises \$288 billion):
 - Will allow Medicare to begin negotiating with drug companies to ensure patients with Medicare get the best deal possible on high-cost drugs beginning in 2023. Also caps out of pocket expenses at \$2,000 per year for Medicare patients, institutes an “inflation rebate” requiring drug companies to rebate back the difference to Medicare if they raise the price higher than the rate of inflation. Also makes all vaccines free for seniors enrolled in Medicare.

- IRS Tax Enforcement (raises \$203 billion):
 - Invests \$80 billion over ten years to improve tax enforcement and compliance, which is expected to result in the IRS securing an additional \$203 billion it would otherwise be unable to collect.

- Carried Interest Loophole (raises \$14 billion):
 - Closes the so-called “Carried Interest loophole”, whereby investment managers are allowed to utilize the lower 20% long-term capital gains tax on income received as compensation, rather than the ordinary tax rate (37%) they would pay for the same amount of wage income.

Federal Investments

- *Energy Security and Climate Change*: Provides the following investments into the American energy sector aimed at bringing down consumer energy costs, increase energy security, and reduce greenhouse gas emissions, with the goal of reducing roughly 40% of emissions by 2030:
 1. **Lower Consumer Energy Costs**: Includes direct consumer incentives to buy energy efficient and electric appliances, clean vehicles, and rooftop-solar, with significant funding for lower-income households and disadvantaged communities. Funding programs include, but are not limited to, the following:
 - \$9 billion in home energy rebate programs.
 - 10 years of consumer tax credits to make homes energy efficient by making rooftop solar, electric HVAC and water heaters more affordable.
 - \$4,000 in consumer tax credits for individuals to buy used-clean vehicles, and up to \$7,500 in tax credits to buy a new clean vehicle.
 - \$1 billion in grants to make affordable housing more energy efficient.
 2. **American Energy Security and Domestic Manufacturing**: Provides significant investments in on-shore clean energy manufacturing in the United States across the entire supply chain spectrum for clean energy and transportation technologies, including, but not limited to, the following investments:
 - \$30 billion in tax credits to accelerate the manufacturing of solar panels, wind turbines, batteries, and the minerals necessary for their production within the United States.
 - \$20 billion in loans to build new clean vehicle manufacturing facilities in the United States.
 - \$10 billion in investment tax credits to build clean technology manufacturing facilities.
 - \$2 billion in grants to retrofit auto manufacturing facilities to transition to clean vehicle manufacturing.
 - \$2 billion for the National Labs to perform accelerated groundbreaking energy research.
 - \$500 million for the Defense Production Act to produce heat pumps and critical mineral processing capabilities.
 3. **Decarbonize the Economy**: The IRA aims to reduce emissions in every sector of the economy through tax credits for the sourcing of clean electricity and energy storage, including:

- \$30 billion in grants for states and electric utilities to accelerate the transition to clean electricity.
 - Tax credits and grants to incentivize the transition to clean fuels and clean commercial vehicles to reduce emissions in the transportation sector and reduce emissions in the industrial manufacturing process.
 - Over \$9 billion for the Federal procurement of American-made clean technologies to build a stable market for eco-friendly products, including \$3 billion for the United States Postal Service to purchase zero-emission vehicles; a methane emissions reduction program to reduce leaks from natural gas production and distribution.
 - \$27 billion in the clean energy technology accelerator to support the deployment of emission reduction technologies.
4. **Invest in Communities and Environmental Justice:** More than \$60 billion in environmental justice initiatives to drive investment into historically disadvantaged communities, which includes:
- \$3 billion in Environmental and Climate Justice Block Grants to address environmental and public health harms related to pollution and climate change.
 - \$3 billion in the Neighborhood Access and Equity Grants Program to improve equitable, safe, and affordable access to transportation with grants to reconnect communities divided by existing infrastructure and support equitable transportation planning and community engagement.
 - \$3 billion in Grants to Reduce Air Pollution at Ports to support the purchase and installation of zero-emission technologies.
 - \$1 billion to purchase clean heavy-duty vehicles such as school buses, transit buses and garbage trucks.
5. **Farmers, Forestland Owners, and Resilient Rural Communities:** Invests billions of dollars into rural communities, including clean energy development in these communities by providing more than \$20 billion to support climate-smart agricultural practices; \$5 billion to support healthy forests; \$2.6 billion in grants to conserve and restore coastal habitats; and tax credits and grants to support the domestic production of biofuels.
- *Affordable Care Act Extension:* The *Inflation Reduction Act of 2022* will extend the expanded Affordable Care Act health insurance subsidies program for three years, through 2025.

WRDA Passes the Senate

On July 28th, the Senate passed an amended House version of the House Water Resources Development Act in a 93-1 vote. This bill would authorize more than 100 USACE construction projects, programs and studies. There are also 30 new projects for USACE worth \$34 billion focused on navigation, flood control, ecosystem restoration and disaster risk management. It would authorize 36 new feasibility studies between new projects and modifications while also authorizing \$1 billion for 34 new infrastructure projects. \$85 million is also provided each year through FY27 for new financial account dedicated to research and development. The bill now will go back to the House for conferencing.

Wildfire Bill Passes House Before August Recess

On July 29th, the House passed the bill [H. R. 5118](#) in a 218-199 vote. The 49-bill wildfire package includes provisions that authorize additional funding from the IIJA, set the federal firefighter pay at a minimum of \$20 per hour, build drought resilient infrastructure, increase hiring at the Forest Service agency, and implements a 10-year strategy for wildfire mitigation and prevention. Senator Feinstein applauded the House passage and stated, “droughts are wildfires are my top priority”. The Senator said she will ensure the Senate Energy and Natural Resources Committee passes similar legislation later this year.

To view the bill text, click [here](#).

For a one-page summary of the bill click [here](#).

For Senator Feinstein’s press release click [here](#)

For the House voting record click [here](#).

Fiscal Year 2022 Railroad Crossing Elimination Grant Program

The Federal Railroad Administration (FRA) Office of Passenger and Freight Programs is now accepting applications for the FY22 Railroad Crossing Elimination Grant Program, which will aim to fund highway-rail or pathway-rail grade crossing improvement projects that focus on improving the safety and mobility of people and goods. Recipients will focus their programs on improving infrastructure to enhance rail safety, improving the health and safety of communities, eliminating highway-rail and pathway-rail grade crossings that are frequently blocked by trains, and reducing the impacts these inefficiencies have on underserved communities. The program will also seek to fund projects that reduce greenhouse gas emissions, address environmental injustice and racial inequities, and help produce union-supported jobs.

Eligible Entities: State, including the District of Columbia, Puerto Rico, and other United States territories and possessions; A political subdivision of a State; A federally recognized

Indian Tribe; A unit of local government or a group of local governments; A public port authority; A metropolitan planning organization; A group of any of these entities.

Total Program Funding Available: \$573.26 million.

Required Cost Sharing or Match: This solicitation requires a cost match of at least 20% of the total project cost.

Application Deadlines: October 4th, 2022 at 5:00 PM EST.

Additional program information available [here](#).

Reconnecting Communities Pilot Discretionary Grant Program

The Department of Transportation is now accepting applications for the Reconnecting Communities Pilot Discretionary Grant Program that aims to reduce inequities across the transportation systems and the communities they effect by addressing the legacy of harm caused by transportation infrastructure, including barriers to opportunity, displacement, damage to the environment and public health, limited access, and other hardships.

The program will provide technical assistance and funding to communities interested in addressing infrastructure barriers, restoring community connectivity and improving peoples' lives by removing, retrofitting, or mitigating transportation facilities such as highways and rail lines that create barriers to community connectivity. DOT will engage economically disadvantaged communities to increase access to affordable and multimodal forms of transportation to daily destinations like jobs, healthcare, grocery stores, schools, places of worship, recreation, and public parks. Grants will be made through two categories: \$50 million for Planning Grants, which will fund the study of removing, retrofitting, or mitigating an existing facility to restore community connectivity and improve public engagement within that community; and \$145 million for Capital Construction Grants, which will carry out a project to destroy, renovate, or replace existing eligible facilities with a new facility that meets the program requirements.

Eligible Entities: State governments; Local governments; Federally recognized Tribal governments; Metropolitan Planning Organizations; and Non-Profit organizations.

Total Program Funding Available: \$195 million

Required Cost Sharing or Match: This solicitation requires a cost match of 20% for planning grants and 50% for capital construction grants.

Application Deadlines: October 13th, 2022 at 11:59 PM EST.

Additional program information available [here](#).



Monthly Legislative Report – August 2022

August Advocacy Meetings

Congressman Lou Correa (D-CA) – We have been in close contact with Congressman Correa and his staff to discuss the Santa Ana-Garden Grove Rails to Trails earmark request included in the House Appropriations bill for \$750,000. We discussed support for OCTA's RAISE and Low- and No-Emission grant applications. We also transmitted an invitation to Congressman Correa to attend the 50th Anniversary of providing bus service in Orange County and discussed scheduling with his DC staff.

Congresswoman Young Kim (R-CA) – We have been in contact with Congresswoman Kim's senior staff this month to discuss support for OCTA's RAISE and the FY22 Low- and No-Emission grant applications. We also discussed the next steps for the OC Loop – Segment A and B (La Habra and Brea) and SR-91 (Lakeview to SR-55) Community Project Funding requests.

Congressman Mike Levin (D-CA) – We were in contact with Congressman Levin's office to discuss the next steps for the SR-74 Improvements earmark request included in the House Appropriations bill. We also discussed support for OCTA's RAISE and Low- and No-Emissions grant application.

Congresswoman Judy Chu (D-CA) – We have been on contact with Congresswoman Chu's office to continue discussions on a possible end of the year tax bill and/or tax extenders bill. We have also been discussing the continuation of the BAB subsidy that was included in the ARPA legislation. At the end of the 2021, Congress moved to prevent PAYGO from applying to ARPA in 2022 but failed to provide a permanent fix to the problem. The Congresswoman's Ways and Means staff indicated that there are ongoing negotiations with House and Senate Leadership regarding the possibility of extending this subsidy for another year.

Congresswoman Michelle Steel (R-CA) – We were in contact with Congresswoman Steel's staff to discuss the Build America Bonds and the possible elimination of payments to issuers on direct pay bonds if Congress does not act to extend the subsidy for another year in the possible end of the year tax bill. We also transmitted an invitation to Congresswoman Steel to attend the 50th Anniversary of providing bus service in Orange County.

Congresswoman Katie Porter (D-CA) – We were in contact with the Congresswoman's staff to discuss transportation programs included in the Inflation Reduction Act and the

possible eligibility of OCTA as a direct recipient for the zero-emission vehicle grant programs.

Congresswoman Linda Sanchez (D-CA) – We met with Congresswoman Sanchez and her staff this month discuss the Build America Bonds and the inclusion of possible language to extend the BAB subsidy in the end of the year tax bill.

Congressman Alan Lowenthal (D-CA) – We met with Congressman Lowenthal and his staff this month to discuss support for the RAISE and Low- and No-Emissions grants. We also discussed with his staff a provision in the IRA legislation (SEC. 60101. CLEAN HEAVY-DUTY VEHICLES) that would provide \$600M in grants for the following: (1) the incremental costs of replacing an eligible vehicle that is not a zero-emission vehicle with a zero -emission vehicle, as determined by the Administrator based on the market value of the vehicles; (2) purchasing, installing, operating, and maintaining infrastructure needed to charge, fuel, or maintain zero-emission vehicles.; (3) workforce development and training to support the maintenance, charging, fueling, and operation of zero-emission vehicles; and (4) planning and technical activities to support the adoption and deployment of zero-emission vehicles. Because there were no amendment opportunities for IRA legislation to expand eligibility, we discussed other ways to make OCTA an eligible entity for this grant program as it is further developed and/or amended in future legislation.

Senator Dianne Feinstein (D-CA) – We met with Senator Feinstein’s staff multiple times this month to discuss support for RAISE grants and FY22 Low- and No-Emission grants and transportation programs that are included in the Inflation Reduction Act.

Senator Alex Padilla (D-CA) – We have been in communication with Senator Padilla’s staff this month to discuss RAISE grants that the U.S. DOT released this month. We also discussed OC Loop and the Santa Ana-Garden Grove Rails to Trails requests that were not included in the Senate bill, but they were included in the House bill. We discussed the next steps for the appropriations requests.

Inflation Reduction Act of 2022 (Budget Reconciliation)

On August 12th, the House returned to Washington briefly to vote on the Senate-passed [H.R. 5376](#) - *Inflation Reduction Act of 2022*. The bill, which passed both chambers without any Republican support, aims at reducing Medicare costs, expanding and creating tax credits and grants for investments in renewable energy infrastructure and R&D. Notably, the bill included funding for zero emission truck programs, and port emission reduction investments. An updated one-page factsheet can be found [HERE](#). The full text of the bill can be found [HERE](#).

FY22 Low- and No-Emission and Bus and Bus Facilities Awards

On August 16th, the Department of Transportation fully announced the award recipients for the FY22 Low- and No-Emission and Bus and Bus Facilities programs. The program provided \$1.66 billion in grants to transit agencies, territories, and states to invest in bus fleets and facilities. The Orange County Transportation Authority received \$2,507,895 to buy zero-emission buses to improve air quality and paratransit service for riders with disabilities. To view the award announcement click [HERE](#).

Advanced Transportation and Congestion Management Technologies Deployment (ATCMTD) Project Awards

On August 10th, the FHWA announced the winners of the Advanced Transportation and Congestion Management Technologies Deployment for FY21. Only 10 projects were awarded out of the 35 applicants. The total awarded amount was \$45.2 million. The Orange County Transportation Authority was not selected as one of the 10 awarded entities. To view the applicants and award winners click [HERE](#).

\$750 Million IIJA Program Request for Information

On August 3rd, the White House and the Department of Energy announced a Request for Information to receive public comments on the \$750 million Advanced Energy Manufacturing and Recycling Grant Program. The program is part of the IIJA and aims to incentivize clean energy property projects and greenhouse gas emission reduction projects. The RFI responses must be submitted before 5 P.M. ET on September 16th. To view the announcement click [HERE](#).

Intercity Passenger Rail Grants

On August 18th, the USDOT awarded over \$233 million to 11 projects in 8 states for passenger rail service upgrades. The FRA's Federal State Partnership for Intercity Passenger Rail Program will see an increase of \$7.2 billion annually for the next five years from the IIJA. The FRA will make the next FY22 Partnership Program funds available this fall through a Notice of Funding Opportunity. To view a fact sheet for the Federal-State Partnership for Intercity Passenger Rail Grant Program click [HERE](#).

Justice 40 Programs Announced

On August 18th, the USDOT released a list of programs that are part of the Justice 40 initiative, which aims to provide 40% of the climate, clean energy, and other investments to disadvantaged or underserved communities. Justice 40 also aims to increase affordable transportation, improve access to quality of life in disadvantaged communities, and to prioritize these repeated investments in every state and territory. The Department

announced 39 programs under the FWHA, FRA, FTA, MARAD, and OST that follow the Justice 40 initiative. The full list of programs can be seen [HERE](#).

Fiscal Year 2022 Building Resilient Infrastructure and Communities (BRIC)

The Building Resilient Infrastructure and Communities (BRIC) program makes federal funds available to states, U.S territories, Indian tribal governments, and local communities for pre-disaster mitigation activities. With a general focus on disasters, risks, and hazards, including those associated with climate change, the guiding principles of the program are to:

- (1) Support state and local governments, tribes, and territories through capability- and capacity-building to enable them to identify mitigation actions and implement projects that reduce risks posed by natural hazards.
- (2) Encourage and enable innovation while allowing flexibility, consistency, and effectiveness.
- (3) Promote partnerships and enable high-impact investments to reduce risk from natural hazards with a focus on critical services and facilities, public infrastructure, public safety, public health, and communities.
- (4) Provide an opportunity to reduce future losses and minimize impacts on the Disaster Relief Fund.
- (5) Promote equity, including by helping members of overburdened and underserved groups and prioritizing 40 percent of the benefits to disadvantaged communities as referenced in Executive Order (EO) 14008: Tackling the Climate Crisis at Home and Abroad in line with the Administration's Justice40 Initiative.
- (6) Support the adoption and enforcement of building codes, standards, and policies that will protect the health, safety, and general welfare of the public, taking into account future conditions, prominently including the effects of climate change, and have long-lasting impacts on community risk reduction, including for critical services and facilities and for future disaster costs.

Eligibility: State governments, Native American tribal governments (Federally recognized).

Total Program Funding Available: \$2.295 billion

Required Cost Sharing or Match: Yes.

Additional program information available [HERE](#).

(PROTECT) FORMULA Program

Please note that a separate competitive grant solicitation under the PROTECT program authorization will be issued later this year. The below overview refers to the formula funding portion of the program and we strongly recommend reaching out to your respective State Department of Transportation and/or Metropolitan Planning Organization (MPO) if available to discuss further.

The Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Grant Program aims to help States and communities better prepare for and respond to extreme weather events including wildfires, flooding, and extreme heat. This program will make funding available to States to ensure that

transportation infrastructure becomes more resilient to future weather events and natural disasters by focusing efforts on planning, construction improvements to existing infrastructure, shoring-up evacuation routes, and through addressing at-risk highway infrastructure.

Eligible improvements can involve the adaptation of existing infrastructure or new construction to ensure community safety by ensuring its ability to withstand extreme weather and physical hazards. Eligible project choices may include the use of natural or green infrastructure to buffer storm surges and provide flood protection, as well as aquatic ecosystem restoration. Projects funded through the PROTECT formula program can also improve the resilience of transportation networks that serve traditionally underserved and underrepresented communities, particularly during natural disasters and evacuations. Local communities are encouraged to be in touch with their MPO's and State DOT's about this formula grant funding.

Eligibility: A State may only use its PROTECT Formula Program funds for eligible activities and eligible costs (see below) associated with –

- highway projects eligible under Title 23, U.S.C.;
- public transportation facilities or services eligible under chapter 53 of title 49, U.S.C.; or
- port facilities, including facilities that connect ports with other modes of transportation, improve the efficiency of evacuations and disaster relief, or aid transportation. [§ 11405; 23 U.S.C. 176(c)(3)(B)]

Total Program Funding Available: \$1.403 billion in FY 2022

Required Cost Sharing or Match: This solicitation generally requires a cost match of 20%.

Additional program information available [HERE](#).

Fiscal Year 2022 Railroad Crossing Elimination Grant Program

The FY 2022 Railroad Crossing Elimination Grant Program will aim to fund highway-rail or pathway-rail grade crossing improvement projects that focus on improving the safety and mobility of people and goods. Recipients will focus their programs on improving infrastructure to enhance rail safety, improving the health and safety of communities, eliminating highway-rail and pathway-rail grade crossings that are frequently blocked by trains, and reducing the impacts these inefficiencies have on underserved communities. The program will also seek to fund projects that reduce greenhouse gas emissions, address environmental injustice and racial inequities, and help produce union-supported jobs.

Eligible Entities: State, including the District of Columbia, Puerto Rico, and other United States territories and possessions; A political subdivision of a State; A federally recognized Indian Tribe; A unit of local government or a group of local governments; A public port authority; A metropolitan planning organization; A group of any of these entities.

Total Program Funding Available: \$573.26 million.

Required Cost Sharing or Match: This solicitation requires a cost match of at least 20% of the total project cost.


Application Deadlines: October 4th, 2022 at 5:00 PM EST.

Additional program information available [HERE](#).



COMMITTEE TRANSMITTAL

September 26, 2022

To: Members of the Board of Directors
From: Andrea West, Interim Clerk of the Board 
Subject: Update on Diversity Outreach and Inclusion Efforts

Legislative and Communications Committee Meeting of September 15, 2022

Present: Directors Bartlett, Hennessey, Hernandez, Murphy, and Wagner
Absent: Director Delgleize

Committee Vote


No action was taken on this item.

Staff Recommendation

Receive and file as an information item.



September 15, 2022

To: Legislative and Communications Committee 
From: Darrell E. Johnson, Chief Executive Officer
Subject: Update on Diversity Outreach and Inclusion Efforts

Overview

The Orange County Transportation Authority is continuing its effort to conduct comprehensive and meaningful outreach to Orange County's growing diverse communities. This report provides an annual update on the progress of the diversity and inclusion efforts that are part of milestones in the 2022 Board of Directors and Chief Executive Officer Strategic Initiatives and Action Plan as well as plans to meet the future needs of diverse community members.

Recommendation

Receive and file as an information item.

Background

The Orange County Transportation Authority (OCTA) continues to work with community members and organizations that represent diversity in Orange County, such as ethnic groups, disadvantaged communities, and other under-represented people. More than a decade ago, OCTA's diversity work primarily centered on partnering with ethnic business groups to conduct procurement outreach at business expos, conferences, and other events. OCTA has leveraged those strong relationships with diverse business organizations over the past years by now engaging with the business community on OCTA's other transportation efforts beyond procurement such as transit marketing programs, capital improvement projects, and planning studies. Since then, OCTA's diversity outreach and inclusion efforts have continued to expand significantly to provide public involvement opportunities with Orange County's ethnic communities, and other hard-to-reach stakeholders. In addition to playing an important role in communications and planning, diversity outreach and inclusion efforts have become part of the agency's 2022 Board of Directors (Board) and Chief Executive Officer (CEO) Strategic Initiatives and Action Plan.

Discussion

As coronavirus (COVID-19) restrictions have eased, the OCTA Diversity Outreach staff has returned to more face-to-face outreach with community members and organizations that serve Orange County's diverse audiences. Staff continues to build meaningful relationships with diverse communities helping to break down barriers that may discourage people or limit their involvement in OCTA's decision-making process. Through these outreach efforts, OCTA continues to foster relationships with numerous civic, social, business, and faith communities. The involvement and support of stakeholders that represent diversity are essential to the success of capital projects, planning studies, and transit programs.

OCTA Diverse Community Outreach Trust-Building Campaign

Introduced in early 2021, the OCTA Trust-Building Campaign was designed to help cultivate trust and increase awareness of OCTA among two key constituencies — Spanish- and Vietnamese-language speakers, which are the two largest non-English language populations in Orange County. This 18-month campaign included a communications program with culturally effective messages to enhance understanding of OCTA and its capital projects, transit programs, and planning studies by using compelling language and cultural references along with ambassadors and other influencers to inform the targeted community members.

During the course of the program, staff participated in community events and cultural festivals to inform diverse community members and other under-served populations about OCTA. Staff participated in 118 different events and meetings, engaging with cultural groups, community-based organizations, educational institutions, civic groups, and business associations. More than 70 percent of the events were in-person, including pop-ups at Northgate Markets, Asian markets, faith organizations, senior centers, and other gathering spaces. Staff worked to solicit comments, suggestions, and recommendations during both phases of the Making Better Connections Study and for the Youth Ride Free Pass. Additionally, staff distributed information to promote the Welcome Back Campaign, Value Pass for OC Bus, progress of the Interstate 405 (I-405) Improvement Project, updates for the OC Streetcar Project, as well as numerous planning studies including the Directions 2045 Long-Range Transportation Plan.

During these events, staff leveraged their strong relationships with the Latinx and Vietnamese American communities, specifically with the news media, cultural ambassadors/influencers, and community leaders. These major events served as an important way to engage with OCTA's target audiences by

establishing a direct line of communication to gain a better understanding of what types of media these communities prefer and how they prefer to stay informed. During the course of the Trust-Building Campaign, staff reached more than 26,000 community members and more than 2,300 businesspeople representing diverse organizations and businesses in Orange County.

Staff also utilized both traditional communications and outreach tactics along with advertising in Spanish and Vietnamese television, radio, newspapers, and social media sites to promote OCTA projects. This included news stories and paid advertisements in the region's increasingly influential ethnic media. Staff developed and placed ads in the materials for the Orange County Hispanic Chamber of Commerce's Estrella Awards event, as well as in Excelsior, Nguoi Viet, and La Ranchera for Mother's Day in Vietnamese and Spanish to promote phase two of the Youth Ride Free Pass, consistently ensuring that images and language are both relevant and compelling to the audience.

Building and Expanding Partnerships with Orange County Organizations

During last nine years, staff has expanded outreach beyond the business community and in the past year, strengthened outreach efforts with key organizations that service the diverse populations of Orange County, including LGBTQ Center OC, CalOptima, Boys and Girls Clubs of Central Orange County, Latino Health Access, Jamboree Housing Corporation, Orange County Social Services Agency and Family Resource Centers, and others. These groups not only help OCTA provide resources and information about transportation but also serve as places of community and connection — especially important to diverse and disadvantaged communities.

Staff attended virtual meetings and in-person community events hosted or supported by these organizations to share presentations and provide OCTA materials and other written and digital content. Staff is actively identifying 15 to 20 additional business and community organizations to include in future outreach by identifying mutual interests and establishing ongoing communications. These organizations have indicated that their strong partnerships with OCTA have been beneficial.

Contracts Administration and Materials Management Support

Staff worked closely with OCTA's Contracts Administration and Materials Management (CAMM) department to engage disadvantaged and minority-owned businesses by attending chamber of commerce events, mixers, and luncheons to share procurement opportunities. During the past year, staff coordinated a small-business workshop with the Small Business Development

Center Orange County attended by 89 minority small businessowners. This resulted in an increase in registrations for CAMM NET, OCTA's online procurement portal. Staff continues contributing to OCTA's goals by developing internal action plans for diversity, equity, and inclusion and belonging, including actively contributing to two internal task forces.

COVID-19 Update and Issues Management

Staff worked with the OCTA Public Information Office to provide Spanish- and Vietnamese-language support for in-language messaging and translations for changes affecting external audiences and stakeholders. This included the development of timely, relevant, and reliable communications materials, including press releases, social media, website content, and other materials. Staff also participated in two Spanish-language television interviews with Univision 34 and EstrellaTV during the potential OC Bus stoppage issue.

Diverse Community Leaders Group

OCTA's Diverse Community Leaders group continues to play an important role in providing valuable feedback to OCTA while learning about OCTA's transportation updates and plans. The quarterly Diverse Community Leaders group is comprised of influential community, business, faith, and education leaders representing diverse communities. The group was presented with updates and provided their feedback on the new federal infrastructure bill, transit programs for the Youth Ride Free Pass, the Welcome Back Campaign, OCTA's Active Transportation Program, the I-405 Improvement Project, the Directions 2045 Long Range Transportation Plan, the College Pass Program, information on the new OC Bus app, state funding for the State Route 55 Improvement Project, and other projects.

Summary

OCTA continues to focus on reaching ethnically diverse communities and other under-represented populations, especially with in-person events and partnerships with community-based organizations that serve disadvantaged people. OCTA continues to build and cultivate relationships based on trust and position the agency for future success to help deliver the Board strategic initiatives of enhanced engagement with diverse and disadvantaged communities.

Attachment

None.

Prepared by:



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Approved by:



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People and Community Engagement
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DIVERSITY

OUTREACH & INCLUSION



OCTA PROJECTS & PROGRAMS



I-405 IMPROVEMENT

BUS SERVICE CHANGE

OC STREETCAR

PLANNING STUDIES

MAKING BETTER CONNECTIONS

WELCOME BACK CAMPAIGN

YOUTH RIDE FREE PASS

CAMPAIGN GOAL

INITIATE A
TRUST-BUILDING PROGRAM
WITH ORANGE COUNTY'S HARD-TO-REACH
SPANISH & VIETNAMESE
SPEAKERS
SO THEY
FEEL CONNECTED
WITH OCTA



OVERVIEW OF DELIVERABLES



VIRTUAL/HYBRID
AND IN-PERSON
EVENTS



PUBLIC RELATIONS
AND GRASSROOTS
EFFORTS



ADVERTISEMENTS



COLLATERAL
MATERIAL WITH
CULTURAL
RELEVANCY



CULTURAL
AMBASSADORS

TOGETHER, WE'LL GO FAR!



***¡CONTIGO
A DONDE SEA!***



TOGETHER, WE'LL GO FAR!



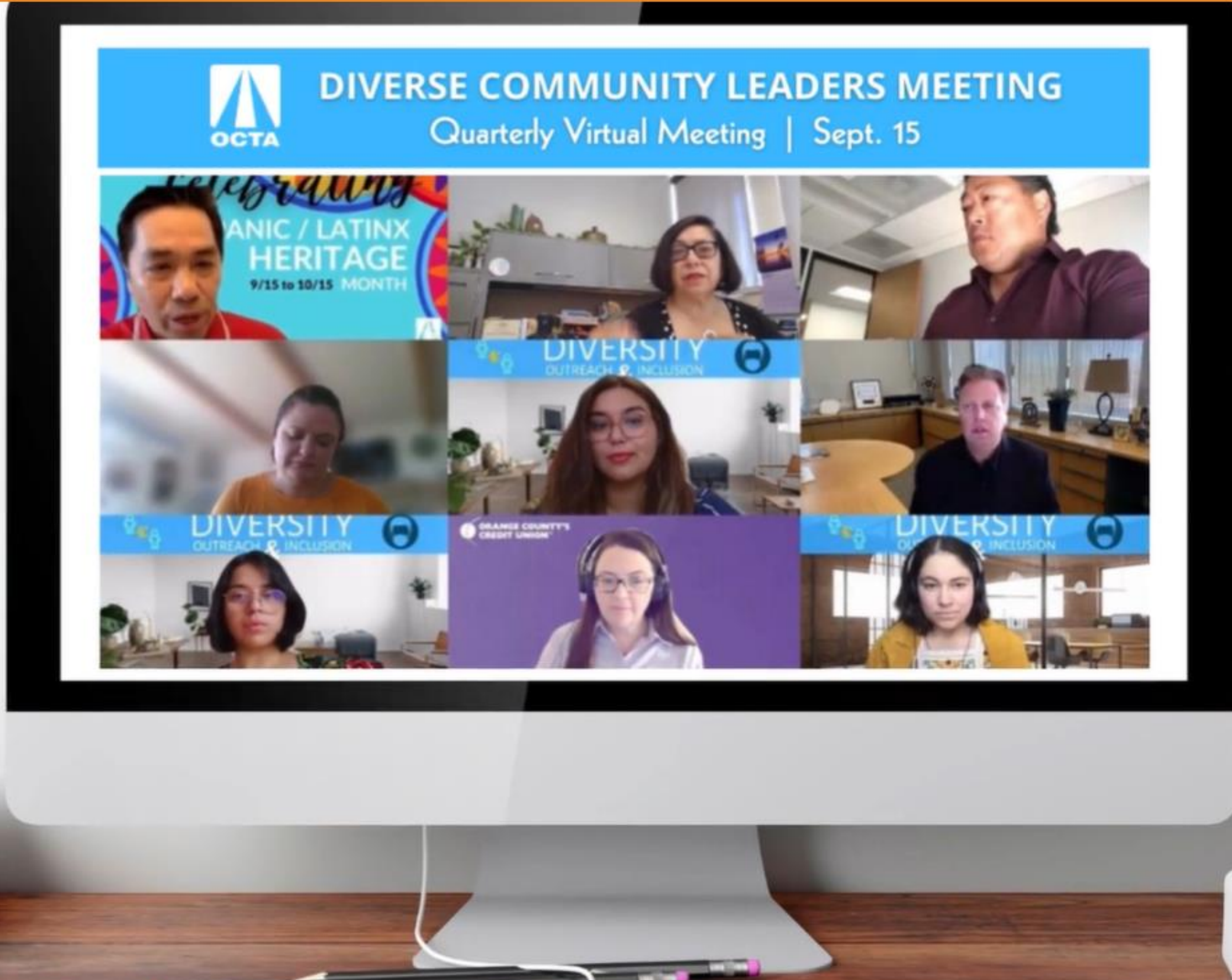
**ĐOÀN KẾT,
CHÚNG TA
CÙNG TIẾN XA**



PARTNERSHIPS WITH ORANGE COUNTY ORGANIZATIONS



OCTA DIVERSE COMMUNITY LEADERS



OCTA Diverse Communities TRUST-BUILDING CAMPAIGN

Measurable & Meaningful RESULTS



- 90** BOOTH VISITORS
- 300** IN AUDIENCE during announcement
- 28** SURVEYS COMPLETED
- 60** BROCHURES DISTRIBUTED
- INFORMATION SHARED**
 - Youth Ride Free Pass
 - Welcome Pass
 - Long-Range Transportation Plan
 - I-405 Improvement Project

DIVERSITY

OUTREACH & INCLUSION



RESULTS






QUESTIONS OR COMMENTS?



COMMITTEE TRANSMITTAL

September 26, 2022

To: Members of the Board of Directors
From: Andrea West, Interim Clerk of the Board 
Subject: Agreement for Express Lanes Marketing Program Services

Legislative and Communications Committee Meeting of September 15, 2022

Present: Directors Bartlett, Hennessey, Hernandez, Murphy, and Wagner
Absent: Director Delgleize

Committee Vote

This item was declared passed by the Members present.

Committee Recommendations

- A. Approve the selection of Webb and Duffy, Inc., doing business as Truth and Advertising, as the firm to provide Express Lanes marketing program services.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-2-2392 between the Orange County Transportation Authority and Webb and Duffy, Inc., doing business as Truth and Advertising, in the amount of \$300,000, for a two-year initial term, with two, two-year option terms to provide Express Lanes marketing program services.



September 15, 2022

To: Legislative and Communications Committee
From: Darrell E. Johnson, Chief Executive Officer
Subject: Agreement for Express Lanes Marketing Program Services

A handwritten signature in blue ink, appearing to read "Darrell E. Johnson", is written over the "To:" and "From:" lines of the memo.

Overview

The Orange County Transportation Authority requires the services of a firm to provide Express Lanes marketing program services. A competitive procurement has been conducted and proposals were received in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services. Board of Directors' approval is requested to execute an agreement to provide Express Lanes marketing program services.

Recommendations

- A. Approve the selection of Webb and Duffy, Inc., doing business as Truth and Advertising, as the firm to provide Express Lanes marketing program services.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-2-2392 between the Orange County Transportation Authority and Webb and Duffy, Inc., doing business as Truth and Advertising, in the amount of \$300,000, for a two-year initial term, with two, two-year option terms to provide Express Lanes marketing program services.

Discussion

The Orange County Transportation Authority (OCTA) owns and operates the original 91 Express Lanes (91 EL), offering drivers a time-saving choice for trips between Orange County and the Inland Empire. OCTA took ownership of the ten-mile 91 EL in 2003 and has made improvements with innovations that enhance both safety and reliability for customers. In fiscal year 2021-22, customers took 19.8 trips on the 91 EL. In late 2023, OCTA will begin operating the 405 Express Lanes (405 EL), to offer drivers a similar time-saving choice for

traveling through west Orange County. The 405 EL is part of the 16-mile improvement project that is also creating general purpose lanes as promised to voters by Measure M2.

Ongoing marketing campaigns, educational programs, and customer communications are necessary to provide information on the 91 EL and the 405 EL services to create and enhance awareness of the lanes and how to use them, as well as to attract new customers and increase the levels of usage and satisfaction of existing customers.

For the 91 EL, the marketing and communications goals for the next few years are to develop and implement innovative campaigns and programs to reach potential and existing customers and enhance the overall value among high-frequency users.

When the 405 EL opens in late 2023, it will be essential to introduce the new facility to Orange County and surrounding areas with marketing and communications programs. Brand development is required to create a visual identity and messaging for the new lanes.

A marketing campaign is necessary to create awareness and introduce the lanes to target markets and new customers prior to and after the 405 EL opening. In addition, an education program is necessary to familiarize customers with 405 EL operations.

For the 91 EL and 405 EL, marketing and communications programs include:

- **405 EL Brand Development**
The selected consultant will provide creative design, messaging, and production support to create online and print materials and other campaign elements to help ensure a successful launch of the new 405 EL.
- **Marketing and Sales Program(s)**
A comprehensive awareness campaign will be developed to introduce the 405 EL through targeted marketing and communications programs to create awareness, promote usage, and generate accounts for the new facility. New targeted programs will also be developed and implemented for both express lanes facilities.
- **Customer Communications**
The selected consultant will create traditional public information and/or customer communications such as quarterly newsletters and other collateral.

- Cost and Price 20 percent

Several factors were considered in developing the evaluation criteria weightings. Qualifications of the firm was weighted at 25 percent as the firm had to demonstrate previous experience providing similar marketing program services. Staffing and project organization was also weighted at 25 percent as the firm needed to propose an experienced, well-rounded team with adequate staff availability, as well as experience and knowledge to create awareness and positive perceptions for increasing new customer accounts. Work plan was weighted highest at 30 percent as the firm needed to demonstrate its approach to implementing an express lanes marketing program. Additionally, the firm had to demonstrate an understanding of the project scope, challenges, and level of effort required. Cost and price was assigned a weight of 20 percent to ensure that OCTA receives value for the services provided.

On July 6, 2022, the evaluation committee reviewed the proposals based on the evaluation criteria and short-listed the two most qualified firms listed below in alphabetical order:

Firm and Location

We the Creative (WTC)
Irvine, California

Webb and Duffy, Inc., doing business as Truth and Advertising (Truth)
Santa Ana, California

On July 13, 2022, the evaluation committee conducted interviews with the two short-listed firms. The interviews consisted of a presentation by each firm to demonstrate the firms' understanding of OCTA's requirements. The firms' project managers and key team members had an opportunity to present each team's qualifications and respond to the evaluation committee's questions. Questions were related to anticipated marketing challenges in diverse communities, as well as experience related to express lanes and its significance in the current and future regional transportation infrastructure.

After considering responses to questions asked during the interviews, the evaluation committee reviewed the preliminary ranking and made adjustments to individual scores. However, Truth remained the higher-ranked firm with the higher overall score.

Based on the evaluation of written technical proposals and the information obtained from the interviews, as well as cost and price, the evaluation committee recommends Truth for consideration of award. The following is a brief summary of the proposal evaluation results.

Qualifications of the Firm

Truth was founded in 1996 and is headquartered in the City of Santa Ana with 21 employees. The firm demonstrated relevant experience providing marketing services to public agencies such as Irvine Ranch Conservancy, Orange County Parks, The Metropolitan Water District, and United States Forestry Service, as well as the OC Streetcar marketing launch plan. In addition, Truth demonstrated experience on transportation-related campaigns associated with freeways, express lanes projects, strategic planning, and media strategy for the Los Angeles-San Diego-San Luis Obispo Rail Corridor, OCTA's 91 Express Lanes, and the Pacific Surfliner. Truth received positive comments from its references and demonstrated relevant experience developing marketing programs for express lanes programs and a variety of transportation-related projects during the interview.

WTC was founded in 2007 and is headquartered in the City of Irvine with eight employees. The firm demonstrated relevant experience providing marketing services on various projects for public agencies, such as the City of Anaheim's annual social media plan and content strategy, City of Laguna Niguel's Free Summer Trolley, and City of Long Beach's print and digital report. Additionally, WTC provided marketing services for OCTA's rideshare marketing, vanpool, and Dump the Pump programs. The project engagements in WTC's proposal did not demonstrate direct experience on transportation-related campaigns associated with freeways, express lanes projects, or brand development as required in the scope of work; however, the firm provided information for efforts and messaging during the interviews. The firm received positive comments from its references.

Staffing and Project Organization

Truth's proposed account manager has been with the firm for three months and has over 20 years of account and marketing management experience, market campaigns, and brand building, as well as developing marketing plans, advertising, and social media strategy. The proposed creative director who will be responsible for images and concepts for the project has 28 years of experience and has been with the firm for 19 years. The firm proposed sufficient availability of key personnel. During the interview, the project team presented its roles and approach to ensure effective marketing efforts for the express lanes and provided detailed responses to the evaluation committee's questions.

WTC proposed an experienced and knowledgeable project team. The account manager has five years of experience and has worked with WTC for three years managing proprietary projects including marketing projects for OCTA and City of Long Beach. The proposed creative director has ten years of experience in marketing and advertising. The proposed staffing plan did not include availability of key personnel, and the firm responded to the evaluation

committee's questions during the interview. The information relative to availability of key personnel was acquired and considered reasonable.

Work Plan

Truth presented a comprehensive work plan that addressed all of the elements of the scope of work. The firm detailed its approach to providing the marketing program with a strategy that includes press outreach, media events, and influencer programs, as well as social media campaigns, email marketing, and partnership events. The campaign will involve leveraging strategic content that includes specific targeting, language, and informative calls to action. The firm proposed five specific strategies: email campaigns, banner ads, videos, artwork, and awareness campaigns using imagery and photography. The samples displayed in the firm's proposal were satisfactory, and they were created, designed, and produced by the key personnel proposed for assignment to this project. During the interview, the firm provided detailed responses to questions regarding its approach to implementing an express lanes marketing program.

WTC provided a general approach for the marketing requirements of the 91 EL. The firm provided a business process with a four-phase approach that includes discovery, design, development, and delivery. Additionally, the firm discussed methodologies for quality, budget, and schedule controls. The work plan did not provide details on the requirements of the 405 EL marketing program, such as branding development and creative design, messaging, and production support to create online and offline materials and campaigns to ensure a successful launch of the new 405 EL brand. During the interview, the firm provided responses regarding its approach to implementing an express lanes marketing program. The samples displayed in the firm's proposal were satisfactory.

Cost and Price

Pricing scores were based on a formula which assigned the highest score to the firm with the lowest weighted average hourly rate and scored the other proposals weighted average hourly rate based on its relation to the lowest weighted average hourly rate. Truth's weighted rates were slightly lower than WTC's rates and lower than the OCTA project manager's independent cost estimate. The firm's rates are deemed fair and reasonable.

Procurement Summary

Based on the evaluation of written proposals, the firms' qualifications, the information obtained from the interviews, as well as cost and price, the evaluation committee recommends the selection of Truth as the top-ranked firm to provide express lanes marketing program services. Truth delivered a thorough and comprehensive proposal and an interview that was responsive to all the requirements of the RFP.

Fiscal Impact

The project is approved in OCTA's Fiscal Year 2022-23 Budget, People and Community Engagement Division, Account Nos. 0036-7519-B0001-H2H, 0036-7519-B0001-H2F, 0037-7519-X2006-PV3, 0037-7519-X2006-PQ5, and 0037-7519-X2006-NB0, and is funded through federal funds.

Summary

Staff is recommending the Board of Directors authorize the Chief Executive Officer to negotiate and execute Agreement No. C-2-2392 between the Orange County Transportation Authority and Webb and Duffy, Inc., doing business as Truth and Advertising, in the amount of \$300,000, for a two-year initial term, with two, two-year option terms to provide express lanes marketing program services.

Attachments

- A. Review of Proposals, Request for Proposals 2-2392 Express Lanes Marketing Program Services
- B. Proposal Evaluation Criteria Matrix (Short-Listed Firms), Request for Proposals 2-2392 Express Lanes Marketing Program Services
- C. Contract History for the Past Two Years, Request for Proposals 2-2392 Express Lanes Marketing Program Services

Prepared by:



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Principal Marketing Specialist
Marketing Department
714-560-5358

Approved by:



Maggie McJilton
Executive Director,
People and Community Engagement
714-560-5824



Pia Veesapen
Director, Contracts Administration
and Materials Management
714-560-5619

ATTACHMENT A

Review of Proposals

Request for Proposals 2-2392 Express Lanes Marketing Program Services

Presented to the Legislative and Communications Committee - September 15, 2022

Four proposals were received, two firms were interviewed, one firm is being recommended

Overall Ranking	Proposal Score	Firm & Location	Subcontractors	Evaluation Committee Comments	Average Weighted Hourly Rate
1	88	Webb and Duffy, doing business as Truth and Advertising (Truth) Santa Ana, California	Barrios & Associates, LLC An Ideal World Campsite Media Department of Creative Services Lyon Studios The LanguageWorks, Inc. Shutterstock Images Masterfile iStockphoto Corbis Getty Images The ACE Agency Erik Isaacson Adwater Graphicx Main Graphics Direct Edge Precisions Services Group Imagic, Inc. Pace Lithographers, Inc. Graphics360 U.S. International Media Bumpercar	Founded in 1996, the firm specializes in strategic planning, content marketing, branding, media, and website design. The firm has 21 employees and is located in the City of Santa Ana. The firm provided an extensive list of public agency clients including Irvine Ranch Conservancy, Orange County Parks, and Orange County Transportation Authority (OCTA) for the OC Streetcar marketing launch plan. The proposed account manager has 20 years of account and marketing management experience. The proposed creative manager has 28 years of experience in the marketing and advertising industry. Truth presented a comprehensive work plan that addressed all the elements of the scope of work. The firm proposed five specific tactics; email campaigns, banner ads, videos, 91 and 405 Express Lanes awareness campaigns using imagery and photography, and artwork. Truth provided detailed responses to the evaluation committee's questions and demonstrated relevant experience with express lanes.	\$132.70

Overall Ranking	Proposal Score	Firm & Location	Subcontractors	Evaluation Committee Comments	Average Weighted Hourly Rate
2	80	We The Creative (WTC) Irvine, California	The ACE Agency Bos Communications, Inc. Cat n Mouse, LLCCommuno Envato Eusebio Ian Cabrera Photography iStock Lazar Translation and Interpreting MAB Digital Marketing Agency Modera, Inc. Naomi Pearson Red Hill Group Rhodri Lumba Photography Siro Solutions Shutterstovk Tadros 3D ThinkNow Working Not Working Advantage/Colorgraphics Charters Mailing Dun & Bradstreet Exact Data Main Graphics Select Graphics and Printing	Founded in 2007, the firm specializes in strategy, branding, marketing, media placement, and advertising. The firm has eight employees and is located in the City of Irvine. The firm demonstrated relevant experience providing marketing services on various projects for public agencies, such as OCTA's rideshare marketing, vanpool, and Dump the Pump programs. The proposed account manager has five years of experience in the marketing industry The proposed creative manager has ten years of experience in the marketing and advertising industry. WTC addressed the requirements of the 91 Express Lanes; however, the 405 Express Lanes were not incorporated into the work plan. The proposed time frame for the project seems appropriate with an adequate amount of time devoted to research and design, as well as development and implementation. The proposed staffing plan did not include availability of key personnel. The firm responded to all questions in the interviews.	\$132.87

Evaluation Committee

Contracts Administration and Materials Management (1)
Marketing and Customer Engagement (2)
Express Lanes Program (1)
Public Outreach (1)

Evaluation Criteria

Qualifications of the Firm
Staff and Project Organization
Work Plan
Cost and Price

Weight Factors

25 percent
25 percent
30 percent
20 percent

PROPOSAL EVALUATION CRITERIA MATRIX (SHORT-LISTED FIRMS)

Request For Proposals 2-2392 Express Lanes Marketing Program Services

Webb and Duffy, Inc., dba Truth and Advertising						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	4.5	4.5	4.0	4.5	4.5	5	22.0
Staffing/Project Organization	4.0	4.5	4.0	4.0	4.0	5	20.5
Work Plan	4.0	4.5	4.0	4.5	4.5	6	25.8
Cost and Price	5.0	5.0	5.0	5.0	5.0	4	20.0
Overall Score	86.5	92.0	84.0	89.5	89.5		88
We the Creative						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	4.0	4.0	4.0	4.0	4.0	5	20.0
Staffing/Project Organization	4.0	4.0	4.0	4.0	4.0	5	20.0
Work Plan	3.5	3.5	3.5	3.0	3.5	6	20.4
Cost and Price	4.9	4.9	4.9	4.9	4.9	4	19.6
Overall Score	80.6	80.6	80.6	77.6	80.6		80

Range of scores for non-short-listed firms was 62 to 69.

CONTRACT HISTORY FOR THE PAST TWO YEARS

Request for Proposals 2-2392 Express Lanes Marketing Program Services

Prime and Subconsultants	Contract No.	Description	Contract Start Date	Contract End Date	Subconsultant Amount	Total Contract Amount
Webb and Duffy, doing business as Truth and Advertising						
Contract Type: Time-and-Expense	C-7-1910	Public Outreach Consultant Services for the Measure M2 (M2) Freeway Environmental Mitigation Program.	November 8, 2017	October 14, 2021		\$120,000
<i>Subconsultants:</i>						
<i>Montgomery Productions, Inc.</i>						
<i>Walter Urie Photography</i>						
<i>Pace Lithographers, Inc.</i>						
<i>Akorn Entertainment LLC</i>						
<i>The Ace Agency</i>						
<i>Bumpercar, Inc.</i>						
<i>NRS Marketing</i>						
Contract Type: Time-and-Expense	C-1-3497	Public Outreach Consultant Services for M2 Freeway Environmental Mitigation Program.	October 25, 2021	October 31, 2024		\$90,000
<i>Subconsultants:</i>						
<i>Montgomery Productions, Inc.</i>						
<i>Precision Services Group</i>						
<i>Imagic</i>						
<i>Bonsey Photography</i>						
<i>Pace Lithographers, Inc.</i>						
<i>Lyon Studios Corporation</i>						
<i>Akorn Entertainment</i>						
<i>Campsite Media House</i>						
<i>The Ace Agency</i>						
<i>The Languageworks, Inc.</i>						
<i>Erik Isaacson Photographers</i>						
<i>Adwater Graphics</i>						
<i>Shutterstock Inc., dba Webcam</i>						
<i>An Ideal World</i>						

Prime and Subconsultants	Contract No.	Description	Contract Start Date	Contract End Date	Subconsultant Amount	Total Contract Amount
<i>Masterfile Corporation</i>						
<i>Graphics 360</i>						
Contract Type: Time-and-Expense	C-8-1610	91 Express Lanes Marketing Services	July 18, 2018	September 30, 2022		\$250,000
<i>Subconsultants:</i>						
<i>Montgomery Productions, LLC</i>						
<i>Main Graphics Group</i>						
<i>Imagic</i>						
<i>Direct Edge Media, Inc.</i>						
<i>Walter Urie Photography</i>						
<i>Bonsy Photography</i>						
<i>Pace Lithographers, Inc.</i>						
<i>Lyon Studios Corporation</i>						
<i>Akorn Entertainment, LLC</i>						
<i>Campsite Media House</i>						
<i>The Agency, Inc.</i>						
<i>The Languageworks, Inc.</i>						
<i>Bumpercar, Inc.</i>						
<i>Adwater Graphics</i>						
<i>Shutterstock, Inc., dba Webcam</i>						
<i>NRS Marketing Solutions</i>						
<i>An Idean World</i>						
<i>U.S. International Media, LLC</i>						
<i>Masterlife Corporation</i>						
Total						\$460,000
We The Creative						
Contract Type: Time and Expense	C-9-1036	Vanpool Marketing Services	June 6, 2019	October 31, 2020		\$120,000
<i>Subconsultants:</i>						
<i>Dun and Bradstreet</i>						
<i>BOS Communications</i>						
<i>Main Graphics</i>						
<i>Primary Color</i>						
<i>Web Advanced</i>						

Prime and Subconsultants	Contract No.	Description	Contract Start Date	Contract End Date	Subconsultant Amount	Total Contract Amount
Akorn Entertainment						
Rief Media, Inc.						
The Ace Agency						
Modera, Inc.						
Select Graphics and Printing						
Eusebio Photography						
Ink and Think						
Circle Graphics, Inc.						
Lazar and Associates						
Contract Type: Time-and-Expense	C-9-1341	Rideshare Marketing Services	August 23, 2019	November 30, 2020		\$200,000
Subconsultants:						
Dun and Bradstreet						
True North Research						
Total						\$320,000



COMMITTEE TRANSMITTAL

September 26, 2022

To: Members of the Board of Directors
From: Andrea West, Interim Clerk of the Board
Subject: Award of Agreement for Janitorial Services

Andrea West

Transit Committee Meeting of September 8, 2022

Present: Directors Do, Harper, Jones, Jung, Nguyen, and Sarmiento
Absent: None

Committee Vote

This item was passed by the Members present.

Director Sarmiento was not present to vote on this item.

Committee Recommendations

- A. Approve the selection of Gamboa Services, Inc. doing business as Corporate Image Maintenance as the firm to provide janitorial services at five Orange County Transportation Authority-owned maintenance and operating bases, one park-and-ride facility, and five multimodal transportation centers, throughout Orange County.

- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-2-2438 between the Orange County Transportation Authority and Gamboa Services, Inc. doing business as Corporate Image Maintenance, in the amount of \$3,670,328, to provide janitorial services at five Orange County Transportation Authority-owned maintenance and operating bases, one park-and-ride facility, and five multimodal transportation centers, throughout Orange County, for a three-year initial term beginning November 1, 2022, with one, two-year option term.



September 8, 2022

To: Transit Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Award of Agreement for Janitorial Services

A handwritten signature in blue ink, appearing to read "Darrell E. Johnson", is written over the "From:" line of the header.

Overview

On May 9, 2022, the Orange County Transportation Authority Board of Directors approved the release of a request for proposals to provide janitorial services at five Orange County Transportation Authority-owned maintenance and operating bases, one park-and-ride facility, and five multimodal transportation centers throughout Orange County. Proposals were received in accordance with the Orange County Transportation Authority procurement procedures for professional and technical services. Board of Directors' approval is requested to execute an agreement for these services.

Recommendations

- A. Approve the selection of Gamboa Services, Inc. doing business as Corporate Image Maintenance as the firm to provide janitorial services at five Orange County Transportation Authority-owned maintenance and operating bases, one park-and-ride facility, and five multimodal transportation centers, throughout Orange County.

- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-2-2438 between the Orange County Transportation Authority and Gamboa Services, Inc. doing business as Corporate Image Maintenance, in the amount of \$3,670,328, to provide janitorial services at five Orange County Transportation Authority-owned maintenance and operating bases, one park-and-ride facility, and five multimodal transportation centers, throughout Orange County, for a three-year initial term beginning November 1, 2022, with one, two-year option term.

Discussion

Janitorial services include cleaning 1,518 parking stalls for buses and cars, 75 maintenance bays, and 66 multi-stall restrooms located at five Orange County Transportation Authority (OCTA)-owned maintenance and operating bases, one park-and-ride facility, and five multimodal transportation centers, throughout Orange County.

These facilities require janitorial services on a daily, weekly, monthly, and quarterly basis. OCTA requires the contractor to furnish a qualified labor force sufficient to complete all specified requirements in the prescribed time and to furnish all cleaning materials and equipment to perform these services. OCTA provides all the paper products. Services to be performed include the cleaning of offices, restrooms, locker rooms, and break areas in the operations and maintenance buildings, bus yards, and maintenance shop areas. The scope of work also provides for monthly pressure washing service, with the capture of all fluids from rinsing or washing of vehicles, equipment, buildings, or pavement, and quarterly window cleaning. Additionally, the janitorial contractor ensures that the transit centers and the park-and-ride facilities are free from trash and debris.

Procurement Approach

This procurement was handled in accordance with procedures for professional and technical services as approved by the OCTA Board of Directors (Board). In addition to cost, other factors are considered in an award for professional and technical services. Award is recommended to the firm offering the most comprehensive overall proposal, considering factors such as qualifications, prior experience with similar projects, staffing and project organization, work plan, and cost and price.

On May 9, 2022, the Board authorized the release of Request for Proposals (RFP) 2-2438 to select a firm to provide janitorial services at five OCTA-owned maintenance and operating bases, one park-and-ride facility, and five multimodal transportation centers, throughout Orange County. The RFP was issued electronically on CAMM NET. The project was advertised in a newspaper of general circulation on May 10 and May 16, 2022. A virtual pre-proposal conference was held on May 17, 2022, followed by an in-person job walk held on May 20, 2022, with nine firms attending. Four addenda were issued to make the pre-proposal conference presentation and registration sheets available, respond to written questions, and to address administrative changes related to the price summary sheet.

On June 8, 2022, 11 proposals were received. An evaluation committee consisting of OCTA staff from Contracts Administration and Materials Management, Maintenance, Bus Operations, and Contracted Services Administration departments met to review the submitted proposals. The proposals were evaluated based on the following Board-approved evaluation criteria and weightings:

- Qualifications of the Firm, Staffing and Project Organization 40 percent
- Work Plan 20 percent
- Cost and Price 40 percent

Given the nature of the services and types of skills required, staff chose to combine the qualifications of the firm and staffing into one criterion. A higher level of importance was assigned to the qualifications of the firm and staffing to emphasize the importance of the proposing firm's and their team's related project experience with a proven history in successfully completing similar projects efficiently. The work plan was weighted at 20 percent as the firms needed to address every aspect of the requirements specified in the scope of work, demonstrate the knowledge and understanding of the requested services, and clearly describe the quality control measures that will be taken to maintain a high level of service standards. The cost and price criterion were also weighted at 40 percent as it was critical requirement for firms to demonstrate competitiveness in pricing to carry out the required services.

On June 16, 2022, the evaluation committee reviewed all proposals based on the evaluation criteria and short-listed the two most qualified firms listed below in alphabetical order:

Firm and Location

Gamboa Services, Inc.
doing business as Corporate Image Maintenance (CIM)
Santa Ana, California

Premier Property Preservation, LLC (PPP)
West Hills, California

On June 22, 2022, the evaluation committee conducted interviews with the two short-listed firms. Each firm had the opportunity to present its approach for accomplishing the requested services, project team qualifications, and respond to evaluation committee's questions. During the interview, each firm described its contingency plan for absenteeism and quality control program, and required

standards of performance, as well as answered specific questions related to each firm's proposal relative to OCTA's service requirements.

After considering the information obtained from interviews, the evaluation committee made adjustments to preliminary scores. However, the ranking of the firms remained unchanged.

Based on the evaluation of the written proposals and the information obtained from interviews, it is recommended that CIM be selected to provide janitorial services. The following is a brief summary of the proposal evaluation results.

Qualifications of the Firm, Staffing and Project Organization

Both short-listed firms are established companies with experience in providing janitorial services to various agencies.

CIM was established in 1994 with about 90 employees. CIM obtained favorable ratings on reference checks. CIM's customers include Orange County Sanitation District, Orange County Water District, United Parcel Service, and Gulfstream Aerospace Corporation. CIM is the current provider to OCTA for janitorial services. CIM's proposed dedicated project manager has 13 years of janitorial and management experience and will be the point of contact working with the proposed project team to ensure execution of requirements identified in the RFP. The level of staff availability and experience of staff proposed will provide OCTA the level of commitment, support, and direction as required to administer this project on a daily basis. CIM confirmed that it will provide and utilize a Global Positioning System (GPS) geofencing time clock for employees working at all OCTA locations as the verification for weekly janitorial service inspection report and invoices. The proposed CIM team demonstrated a full comprehension of the project's requirements in the interview.

PPP has related project experience in performing the services in the scope of work. PPP was established in 2017 with more than 400 employees throughout California. PPP obtained favorable ratings on reference checks. Some of PPP's customers include Los Angeles Unified Schools District, California State University, Northridge, City of Inglewood's parks and recreation centers, and California Department of Correction and Rehabilitation. The PPP proposed dedicated project manager has five years of janitorial experience and will serve as the point of contact assisting the onsite crews with fulfilling the daily scope of work required by OCTA. PPP's proposal includes an approach for utilizing a GPS geofencing time clock for employees working at all OCTA locations as the verification for weekly janitorial service inspection report and invoices. While

PPP proposed less experienced staff, PPP's staff was organized and worked as a team during the interview.

Work Plan

CIM's work plan displayed a thorough understanding of the requested services specified in the RFP, which included an outline and checklist to identify tasks and frequencies to be performed, quality standards, and a training and safety program. It also included the details on service strategies performed with customers, which demonstrated the strong technical experience and effective operational plans to satisfy OCTA's requirements and quality standards. The discussion and clarification provided during the interview regarding performance standards specified in the RFP demonstrated a comprehensive depth of knowledge and understanding of OCTA's scope of work.

PPP presented a work plan that addressed most elements of the scope of work in the written proposal, such as schedules and tasks for the required services at each location with details on day-to-day operations and assignments, as well as quality control and assurance. It also included a table of labor-hour allocation to the project by individual task and a safety and accident prevention plan. There were no details provided for day porters in the work plan. The discussion and clarification provided during the interview regarding day porters specified in the RFP exhibited less knowledge and understanding of OCTA's scope of work.

Cost and Price

The firms were asked to propose a total firm-fixed price based on the monthly firm-fixed rates for services at five OCTA-owned maintenance and operating bases, one park-and-ride facility, and five multimodal transportation centers, throughout Orange County. Pricing scores were based on a formula, which assigned the highest score to the lowest total pricing and scored the other proposals' total pricing based on its relation to the lowest total pricing. Although CIM's proposed price was not the lowest firm-fixed price among all proposing firms, it is lower than the pricing submitted by PPP and lower than the OCTA project manager's independent cost estimate; therefore, it is deemed fair and reasonable.

Procurement Summary

Based on the evaluation of the written proposals, the firm's qualifications, and information obtained from the interviews, as well as cost and price, the evaluation committee recommends the contract award to CIM. The firm demonstrated a thorough understanding of OCTA's specific requirements for janitorial services and submitted a comprehensive proposal responsive to all requirements of the RFP.

Fiscal Impact

The project was approved in OCTA's Fiscal Year 2022-23 Budget, Operations Division/Maintenance Department, Account No. 2166-7615-D3107-2WR, and it will be funded through Local Transportation Funds.

Summary

Based on the information provided, staff recommends the Board of Directors authorize the Chief Executive Officer to negotiate and execute Agreement No. C-2-2438 with Gamboa Services, Inc. doing business as Corporate Image Maintenance, in the amount of \$3,670,328, to provide janitorial services, for a three-year initial term, with one, two-year option term.

Attachments


- A. Review of Proposals, RFP 2-2438 Janitorial Services
- B. Proposal Evaluation Criteria Matrix (Short-Listed Firms), RFP 2-2438 Janitorial Services
- C. Contract History for the Past Two Years, RFP 2-2438 Janitorial Services

Prepared by:



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Department Manager, Maintenance
714-560-5538

Approved by:



Johnny Dunning Jr.
Chief Operating Officer, Operations
714-560-5710



Pia Veesper
Director, Contracts Administration and
Materials Management
714-560-5619

Review of Proposals (RFP)
Request For Proposals 2-2438 Janitorial Services
 Presented to Transit Committee - September 8, 2022
11 proposals were received, 2 firms were interviewed, 1 firm is being recommended.

Overall Ranking	Proposal Score	Firm & Location	Sub-Contractors	Evaluation Committee Comments	Three-Year Initial Term Total Firm-Fixed Price
1	82	Gamboa Services, Inc. doing business as Corporate Image Maintenance Santa Ana, California	KC Power Clean Orange County Window Cleaning	Established in 1994 with extensive experience in providing janitorial services to various agencies. Proposed team presented a comprehensive response to the requirements specified in the RFP during the interview. Proposed dedicated project manager has 13 years of janitorial and management experience and will be the point of contact. Customers include Orange County Sanitation District, Orange County Water District, United Parcel Service, and Gulfstream Aerospace Corporation. The firm's clarification and discussion during the interview regarding performance standards specified in the RFP demonstrated a comprehensive depth of knowledge and understanding of Orange County Transportation Authority's (OCTA) scope of work. Firm obtained favorable ratings on reference checks. Currently providing janitorial services to OCTA. Lower pricing proposed.	\$3,670,328
2	76	Premier Property Preservation, LLC West Hills, California	None	Firm has experience in providing a wide range of janitorial services to various agencies. Customers include Los Angeles Unified Schools District, California State University, Northridge, City of Inglewood's parks and recreation centers, and California Department of Correction and Rehabilitation. Experienced and well-rounded project team; proposed dedicated project manager has five years of janitorial and management experience and will be the point of contact. The clarification and discussion during the interview regarding performance standards specified in the RFP demonstrated a general knowledge and understanding of OCTA's scope of work. Firm obtained favorable ratings on reference checks. Higher pricing proposed.	\$3,741,143

Evaluation Panel:

Contracts Administration and Materials Management (1)
 Bus Operations (1)
 Contracted Services-Administration (1)
 Maintenance (2)

Proposal Criteria

Qualifications of the Firm, Staffing and Project Organization
 Work Plan
 Cost and Price

Weight Factors

40%
 20%
 40%

ATTACHMENT B

**PROPOSAL EVALUATION CRITERIA MATRIX (Short-Listed Firms)
Request For Proposals 2-2438 JANITORIAL SERVICES**

FIRM: Gamboa Services, Inc. doing business as Corporate Image Maintenance (CIM)						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm, Staffing and Project Organization	4.0	4.0	4.0	4.0	4.0	8	32.0
Work Plan	3.5	4.0	3.5	4.0	3.5	4	14.8
Cost and Price	4.4	4.4	4.4	4.4	4.4	8	35.5
Overall Score	81.5	83.5	81.5	83.5	81.5		82

FIRM: Premier Property Preservation, LLC (PPP)						Weights	Overall Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm, Staffing and Project Organization	4.0	3.5	3.5	3.5	4.0	8	29.6
Work Plan	3.5	3.0	3.0	3.0	3.5	4	12.8
Cost and Price	4.2	4.2	4.2	4.2	4.2	8	33.7
Overall Score	79.7	73.7	73.7	73.7	79.7		76

Range of scores for non-short-listed firms was 50 to 66.

CONTRACT HISTORY FOR THE PAST TWO YEARS
Request For Proposals 2-2438 JANITORIAL SERVICES

Prime and Subcontractors	Contract No.	Description	Contract Start Date	Contract End Date	Subconsultant Amount	Total Contract Amount
Gamboa Services, Inc. doing business as Corporate Image Maintenance						
Contract Type: Firm-Fixed Price	C-7-1723	Janitorial Services	November 1, 2017	October 31, 2022		\$ 5,787,111
<i>Subcontractors:</i>						
<i>Orange County Window Cleaning</i>					\$ 89,414	
<i>Alert Power Washing</i>					\$ 343,370	
Contract Type: Firm-Fixed Price	C-0-2702	Bus Detail Cleaning& Pesticide Application for Contracted Services Buses	April 16, 2021	April 30, 2024	N/A	\$ 1,076,726
<i>Subcontractor:</i>						
<i>Orkin Commercial Services</i>					\$ 139,830.00	
Sub Total						\$6,863,837
Premier Property Preservation, LLC						
Contract Type: N/A	None	N/A	N/A	N/A	N/A	N/A
<i>Subcontractors: None</i>						
Sub Total						\$0



September 26, 2022

To: Members of the Board of Directors

From: Darrell E. Johnson, Chief Executive Officer

Subject: Amendment to Agreement for Program Management Consultant Services for Regional Rail Programs

A handwritten signature in blue ink, appearing to read "Darrell E. Johnson", is written over the "From:" line of the memo.

Overview

On August 27, 2018, the Orange County Transportation Authority Board of Directors approved an agreement with HDR Engineering, Inc., to provide regional rail program management consultant services for the Rail Programs Department, for a term of five years, with one, two-year option term. An amendment to the existing agreement is needed to allow the firm to provide environmental and design services for the Mile Post 206.8 Track Stabilization Project.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 6 to Agreement No. C-8-1512 between the Orange County Transportation Authority and HDR Engineering, Inc., to provide environmental and design services for the Mile Post 206.8 Track Stabilization Project under the program management consultant services for the Rail Programs Department. This will not increase the maximum obligation or extend the term of the agreement.

Discussion

On September 16, 2021, the Southern California Regional Rail Authority (SCRRA) suspended passenger rail service for three weeks in south Orange County and began emergency work to stabilize the track with an enhanced revetment due to the failure of an adjacent slope in the City of San Clemente at Mile Post (MP) 206.8. Although passenger rail service resumed on October 4, 2021, additional emergency revetment placement was necessary to temporarily stabilize the track. During this emergency effort between late 2021 and early 2022, over 18,000 tons of riprap was placed along the beach adjacent to the track to halt the slope movement. As SCRRA continues with efforts to continuously monitor the stability of the slope and track infrastructure utilizing inclinometers, the situation remains dynamic and additional riprap was placed earlier this month due to high tide and storm surges that caused additional

coastal erosion and undermined two structures (pedestrian tunnel and drainage culvert). A speed restriction of ten miles per hour was implemented at this location to reduce vibration and allow trains to stop in case of track movement. The railroad right-of-way, including the tracks and infrastructure, is owned by the Orange County Transportation Authority (OCTA). SCRRA through agreement with OCTA is responsible for the operations and maintenance of the railroad within this railroad corridor. Given the significant importance of this rail corridor and the dynamic and uncertain nature of the changing track stability, OCTA needs to evaluate the long-term mitigation necessary to address the issue and protect OCTA's infrastructure.

On March 28, 2019, OCTA executed Agreement No. C-8-1512 with HDR Engineering, Inc., (HDR) to provide rail program management consultant (PMC) services for the Rail Programs Department. This agreement provides consultant support services for various rail capital projects that require supplemental technical assistance, program management, and capabilities to provide services for planning, environmental, design, and construction management to support the development of projects as needed. In order to address the on-going track instability as described above, staff has been working closely with HDR to understand the conditions and develop mitigation strategies. Specifically, a planning level study is currently being developed by HDR to identify potential options to address the slope failure that led to the instability of the track in this area. The study will provide engineering alternatives that will allow OCTA to make a sound investment decision to mitigate future instability in this area.

Following completion of the planning study, the continued advancement of the preferred engineering solution to the next phases of project development is necessary. Staff recommends that HDR perform the environmental clearance and the follow-on design services for the preferred solution, and also manage the design support during construction on a time-and-expense basis rather than a firm-fixed price that is the typical contract type for OCTA design contracts. This design scope and effort will be very dynamic as input from owners, stakeholders, permitting resource agencies, and support of right-of-way acquisition and legal counsel are coordinated over a relatively short time frame. An amendment is necessary to assign this specific work and associated indemnification and risk provisions for this effort.

The assignment of the scope of work to the PMC is justified due to the unusual compelling urgency to address the track instability and ensure continued safety delivery or rail service. Utilizing this PMC will eliminate the delay resulting from a competitive architecture and engineering (A&E) procurement which could potentially take up to nine months before the selected consultant would begin work as required by the Federal Transit Administration. Utilizing the PMC firm which has the necessary qualifications and technical capacity to perform this

work as well as current experience of having provided the engineering support under SCRRRA during the initial emergency will expedite solutions and ensure the continued safe operation of rail service.

With Board approval of the amendment, this work could begin immediately and will require no change to the contractual requirements for ongoing or new work that will continue under the PMC agreement.

Procurement Approach

The original procurement was handled in accordance with OCTA's Board-approved procedures for architectural and engineering services which conform to both state and federal laws. On August 27, 2018, the Board authorized a time-and-expense agreement with HDR for a term of five years with one, two-year option term. The initial term expires on March 31, 2024. The contract was issued with a maximum obligation of \$7,500,000. This agreement has been previously amended as shown in Attachment A.

OCTA staff and HDR have reviewed and agreed to the estimated level of effort and supplemental contract terms specific to the scope of services for the MP 206.8 Track Stabilization Project. The proposed services are estimated to be \$743,799 which include project management, environmental clearance, design, bid support, and design services during construction. The contract has sufficient remaining funds; therefore, proposed Amendment No. 6 will not change the contract value. The costs were determined to be fair and reasonable relative to the proposed level of effort.

Fiscal Impact

Funding is included in OCTA's Fiscal Year 2022-23 Budget, Capital Programs Division, Account No. 0017-7519-TR212-06P, and is funded with a combination of federal, state, and local funds.

Summary

Staff recommends the Board of Directors' authorize the Chief Executive Officer to negotiate and execute Amendment No. 6 to Agreement No. C-8-1512, between the Orange County Transportation Authority and HDR Engineering, Inc., to provide environmental and design services for the Mile Post 206.8 Track Stabilization Project under the program management consultant services agreement for the Rail Programs Department.

Attachment

- A. HDR Engineering, Inc., Agreement No. C-8-1512 Fact Sheet

Prepared by:



Jason Lee
Project Manager
(714) 560-5833

Approved by:



James G. Beil, P.E.
Executive Director, Capital Programs
(714) 560-5646



Pia Veessapen
Director, Contracts Administration and
Materials Management
(714) 560-5619

**HDR Engineering, Inc.
Agreement No. C-8-1512 Fact Sheet**

1. August 27, 2018, Agreement No. C-8-1512, \$7,500,000, approved by the Board of Directors (Board).
 - The agreement was executed on March 28, 2019, for program management consulting services for regional rail programs for an initial term of five years with one, two-year option term.
2. September 26, 2019, Amendment No. 1 to Agreement No. C-8-1512, \$0, approved by the Contracts Administration and Materials Management (CAMM) Department.
 - Modify personnel for prime consultant HDR Engineering, Inc., (HDR) and subconsultants PreScience Corporation and AP Engineering and Testing.
3. January 4, 2021, Amendment No. 2 to Agreement No. C-8-1512, \$0, approved by the CAMM Department.
 - Modify key personnel for prime consultant HDR.
 - Modify payment article in response to Interna Audit to address reimbursement of consultant labor.
 - Add subconsultant Galvin Preservation Consultants doing business as GPA Consulting for environmental consulting services.
 - Add subconsultant MTGL, Inc., hazardous materials testing and inspection services.
 - Add subconsultant Safety Solutions, Inc., for rail safety services.
4. July 22, 2022, Amendment No. 3 to Agreement No. C-8-1512, \$0, approved by the CAMM Department.
 - Modify personnel for prime consultant HDR and subconsultant Mott MacDonald.
5. June 21, 2022, Amendment No. 4 to Agreement No. C-8-1512, \$0, pending approval by the CAMM Department.
 - Modify the key personnel for prime consultant HDR .
 - Modify point of contact for subconsultant Cogstone Resource Management, Inc.
6. August 16, 2022, Amendment No. 5 to Agreement No. C-8-1512, \$0, pending approval by the CAMM Department.
 - Change classification for key personnel.

- Add subconsultant The Alliance Group for general civil, drainage, and utility work to replace subconsultant Civil Works Engineers.
 - Add subconsultant Geo-Advantec, Inc., for geotechnical design review.
7. September 26, 2022, Amendment No. 6 to Agreement No. C-8-1512, \$0, pending Board approval.
- Add environmental and design services, scope of work, and specific contract risk terms and conditions for Mile Post 206.8 Track Stabilization Project.

Total funds committed to HDR Engineering, Inc., after approval of Amendment No. 6 to Agreement No. C-8-1512: \$7,500,000.



COMMITTEE TRANSMITTAL

September 26, 2022

To: Members of the Board of Directors

From: Andrea West, Interim Clerk of the Board *Andrea West*

Subject: 2022 Measure M2 Sales Tax Forecast

Finance and Administration Committee Meeting of September 14, 2022

Present: Directors Goodell, Harper, Hennessey, Hernandez, Jones, Muller, and Sarmiento

Absent: None

Committee Vote

Following the discussion, no action was taken on this receive and file information item.

Staff Recommendation

Receive and file as an information item.



September 14, 2022

To: Finance and Administration Committee
From: Darrell E. Johnson, Chief Executive Officer
Subject: 2022 Measure M2 Sales Tax Forecast

A handwritten signature in blue ink, appearing to read "Darrell E. Johnson", is written over the "From:" line of the header.

Overview

The Orange County Transportation Authority contracts with MuniServices, LLC and three universities to forecast Measure M2 taxable sales. MuniServices, LLC and the three universities have provided updated forecasts and staff has incorporated the new information into the annual update for the long-range forecast of Measure M2 taxable sales.

Recommendation

Receive and file as an information item.

Background

On March 28, 2016, the Orange County Transportation Authority (OCTA) Board of Directors (Board) directed staff to forecast Measure M2 (M2) taxable sales utilizing MuniServices, LLC (MuniServices) forecasted taxable sales growth rates for the first five years of the forecast period, and average growth rates based on forecasted taxable sales from three universities: Chapman University (Chapman), California State University, Fullerton (CSUF), and University of California, Los Angeles (UCLA), for the remaining years.

OCTA received final tax receipts for fiscal year (FY) 2021-22 on August 24, 2022, and has prepared the final 2022 M2 sales tax forecast.

Discussion

Orange County's economy continued to emerge strongly in FY 2021-22 from the pandemic. The unemployment rate in Orange County decreased to 2.9 percent in June 2022, compared to 6.9 percent in June 2021. Between June 2021 and June 2022, the total non-farm employment increased by 78,800 jobs, or 4.9 percent. The most substantial increase in Orange County was in the leisure

and hospitality sector adding 37,600 jobs followed by professional and business services sector adding 10,600 jobs.

Orange County continued to make a corresponding strong bounce back in sales tax receipts as well. Final M2 sales tax receipts for FY 2021-22 reached \$425 million, which is the highest amount of M2 sales tax receipts received in any FY. The 2022 M2 sales tax forecast was completed incorporating the final sales tax receipts for FY 2021-22 and the updated sales tax forecasts provided by MuniServices, CSUF, Chapman, and UCLA. The new forecast projects sales tax available to support the M2 Program to be \$15 billion over the 30-year period. This represents a year-over-year increase of \$1.8 billion (13.6 percent) in forecasted sales tax when compared to last year's forecast of \$13.2 billion.

The MuniServices forecast includes the period from FY 2022-23 through FY 2026-27. The average annual sales tax growth rate over that period based on the MuniServices forecast is 4.1 percent. The three-university average annual growth rate for the remaining years (FY 2027-28 through FY 2040-41) is 3.3 percent and the average annual growth rate over the entire forecast period is 3.5 percent.

While the economy continues to improve, there are other variables that must be continuously monitored including other coronavirus variants, gas prices, inflation, interest rates, supply chains, and the Ukraine war impact. Staff will continue to monitor the short- and long-term impacts of these variables on M2 sales tax revenues. Staff will also determine the impacts of the updated M2 sales tax forecast to M2 programs and projects and return to the Board in November 2022 with an updated Next 10 Delivery Plan and Comprehensive Business Plan.

Summary

OCTA has finalized the 2022 M2 sales tax forecast. The 2022 M2 sales tax forecast incorporates final sales tax receipts for FY 2021-22 and updated sales tax forecasts from MuniServices, CSUF, Chapman, and UCLA. It is anticipated that total sales tax available to support the M2 Program will be \$15 billion. This represents a year-over-year increase of \$1.8 billion (13.6 percent) in sales tax when compared to last year's forecast of \$13.2 billion. Staff will determine the impacts of the forecast to M2 programs and projects and return to the Board in November 2022 with an updated Next 10 Delivery Plan and Comprehensive Business Plan.

Attachment

- A. Orange County Transportation Authority M2 Sales Tax Revenue Forecast – 2022

Prepared by:



Sam Kaur
Department Manager,
Revenue Administration
(714) 560-5889

Approved by:



Andrew Oftelie
Chief Financial Officer,
Finance and Administration
(714) 560-5649



Orange County Transportation Authority
M2 Sales Tax Revenue Forecast - 2022
In Nominal Dollars

		Chapman		UCLA		CSUF		MuniServices		Board-Approved Forecast	
Fiscal Year	Actual Growth	Gross Sales Tax*	Growth Rate	Gross Sales Tax	Growth Rate	Gross Sales Tax	Growth Rate	Gross Sales Tax	Growth Rate	Gross Sales Tax	Blended Growth Rate
Actuals	2011 **	61,756,868	-	61,756,868	-	61,756,868	-	61,756,868	-	61,756,868	-
	2012	250,892,931	-	250,892,931	-	250,892,931	-	250,892,931	-	250,892,931	-
	2013	266,384,076	-	266,384,076	-	266,384,076	-	266,384,076	-	266,384,076	-
	2014	279,599,946	-	279,599,946	-	279,599,946	-	279,599,946	-	279,599,946	-
	2015	291,615,675	-	291,615,675	-	291,615,675	-	291,615,675	-	291,615,675	-
	2016	300,944,523	-	300,944,523	-	300,944,523	-	300,944,523	-	300,944,523	-
	2017	308,768,664	-	308,768,664	-	308,768,664	-	308,768,664	-	308,768,664	-
	2018	321,480,529	-	321,480,529	-	321,480,529	-	321,480,529	-	321,480,529	-
	2019	332,358,188	-	332,358,188	-	332,358,188	-	332,358,188	-	332,358,188	-
	2020	317,963,821	-	317,963,821	-	317,963,821	-	317,963,821	-	317,963,821	-
2021	345,345,181	-	345,345,181	-	345,345,181	-	345,345,181	-	345,345,181	-	
2022	424,896,566	-	424,896,566	-	424,896,566	-	424,896,566	-	424,896,566	-	
Short-Term	2023	458,706,371	7.96%	439,070,719	3.34%	447,250,819	5.26%	453,364,636	6.70%	453,364,636	6.70%
	2024	472,264,497	2.96%	457,916,636	4.29%	468,128,187	4.67%	468,779,034	3.40%	468,779,034	3.40%
	2025	495,152,140	4.85%	474,553,537	3.63%	486,131,202	3.85%	487,530,195	4.00%	487,530,195	4.00%
	2026	513,148,228	3.63%	491,204,718	3.51%	501,703,485	3.20%	504,106,222	3.40%	504,106,222	3.40%
	2027	535,130,146	4.28%	507,884,724	3.40%	514,785,231	2.61%	518,725,302	2.90%	518,725,302	2.90%
Long-Term	2028	553,694,808	3.47%	525,389,854	3.45%	526,862,466	2.35%			534,739,964	3.09%
	2029	576,169,827	4.06%	543,787,532	3.50%	539,368,640	2.37%			552,447,924	3.31%
	2030	597,607,606	3.72%	562,900,204	3.51%	552,282,789	2.39%			570,181,097	3.21%
	2031	620,034,229	3.75%	582,727,083	3.52%	565,756,540	2.44%			588,644,802	3.24%
	2032	646,010,695	4.19%	603,142,712	3.50%	580,187,113	2.55%			608,744,379	3.41%
	2033	670,980,854	3.87%	624,426,738	3.53%	595,322,081	2.61%			629,041,490	3.33%
	2034	696,689,658	3.83%	646,628,928	3.56%	611,016,038	2.64%			650,058,500	3.34%
	2035	723,819,025	3.89%	669,398,452	3.52%	626,808,141	2.58%			671,726,834	3.33%
	2036	751,335,535	3.80%	692,786,248	3.49%	642,700,105	2.54%			693,738,887	3.28%
	2037	779,542,659	3.75%	716,807,359	3.47%	658,464,038	2.45%			716,110,463	3.22%
	2038	809,067,762	3.79%	741,472,444	3.44%	674,144,451	2.38%			739,049,431	3.20%
	2039	839,594,694	3.77%	766,877,911	3.43%	689,879,836	2.33%			762,535,386	3.18%
	2040	871,542,475	3.81%	792,726,177	3.37%	705,814,310	2.31%			786,645,418	3.16%
2041 **	678,765,204	3.84%	614,096,318	3.29%	541,400,023	2.27%			608,478,164	3.13%	
Total		\$ 15,791,263,381	4.06%	\$ 14,955,805,263	3.51%	\$ 14,430,012,464	2.83%			\$ 15,046,655,095	3.29%

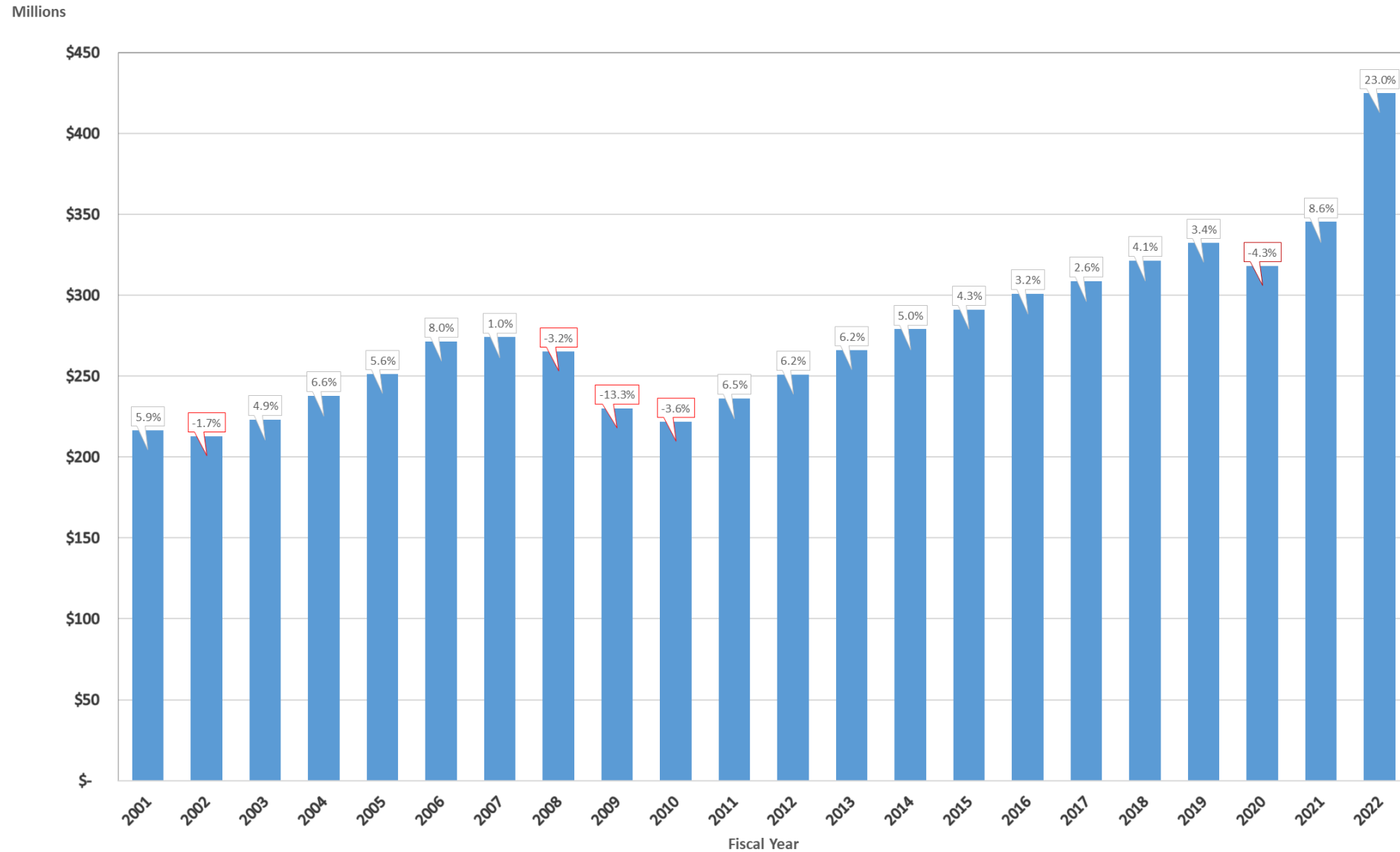
*Fiscal years 2011 through 2017, 2020 through 2022 represent actual sales tax receipts.
 ** Fiscal year 2011 includes sales tax receipts for one quarter and fiscal year 2041 represents forecasted sales tax receipts for three quarters.
 Chapman - Chapman University
 UCLA - University of California, Los Angeles
 CSUF - California State University, Fullerton
 MuniServices - MuniServices, LLC

2022 Measure M2 Sales Tax Forecast

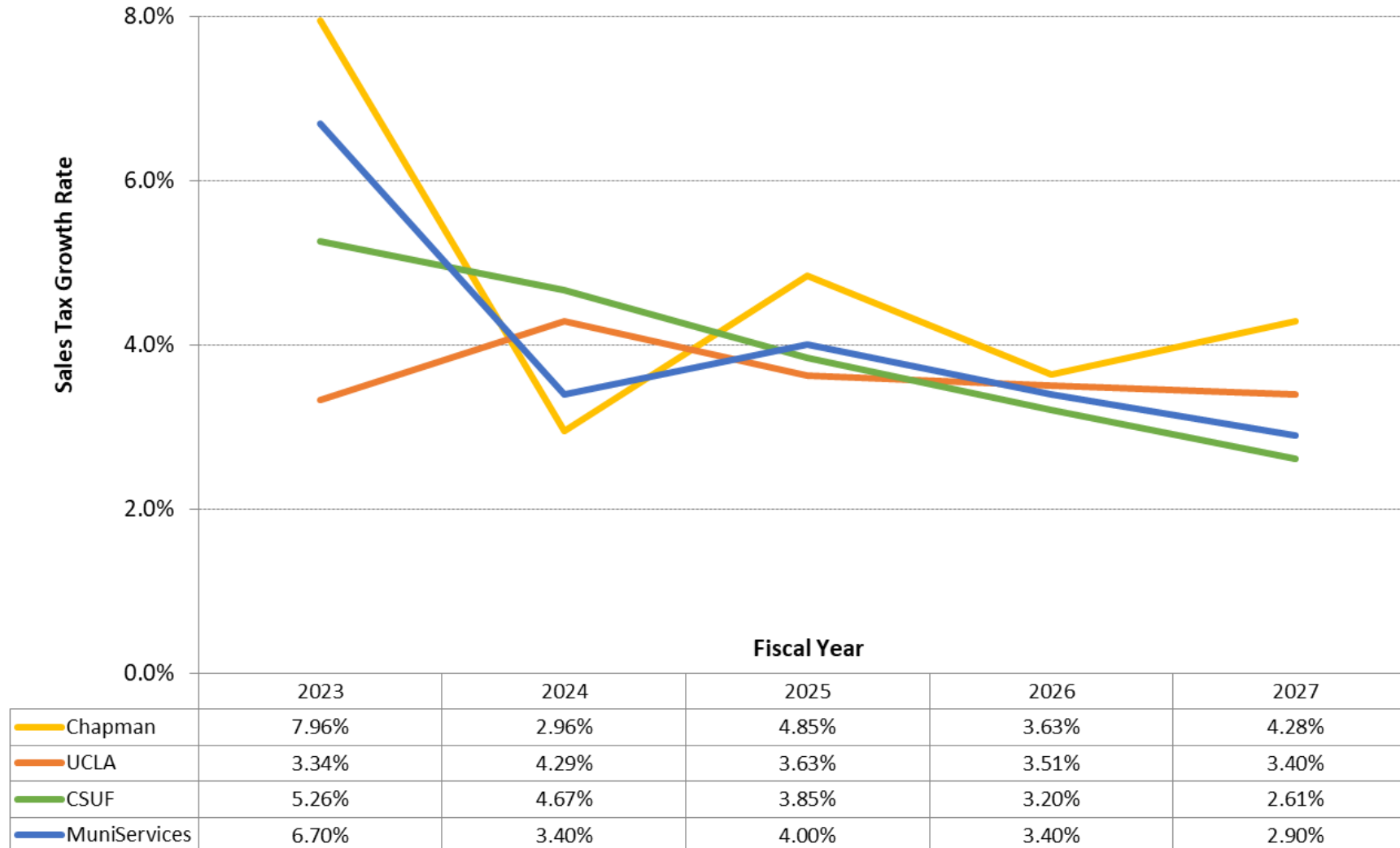
Background

- Methodology uses MuniServices, LLC (Muniservices) forecast for the first five years and the three-university average for the remaining years
 - MuniServices forecasts for fiscal years (FY) 2023 – 2027
 - Three universities' forecasts for FYs 2028 – 2041
 - The universities include Chapman University (Chapman), University of California, Los Angeles (UCLA), and California State University, Fullerton (CSUF)

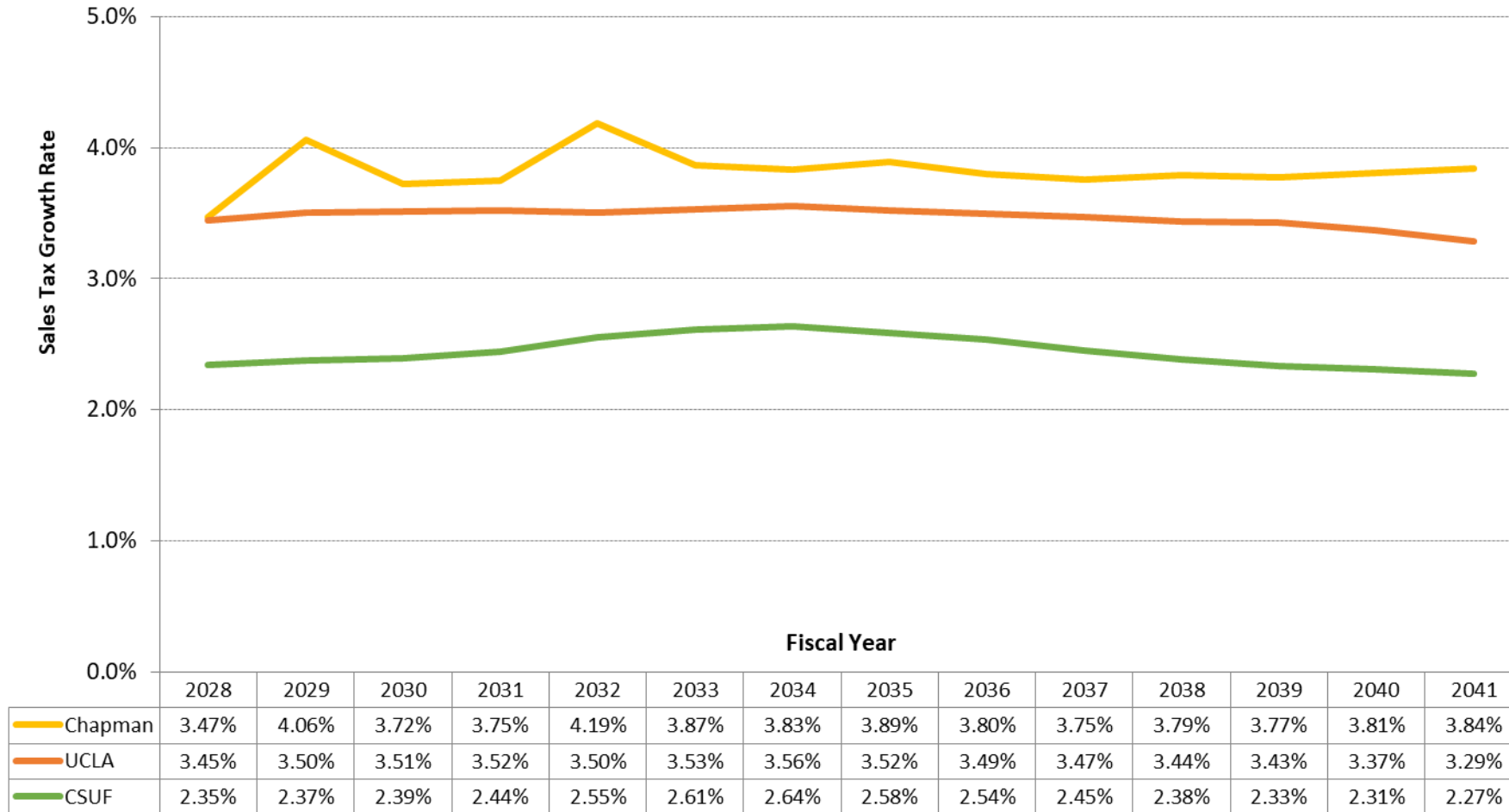
Historical Measure M Sales Tax Revenues



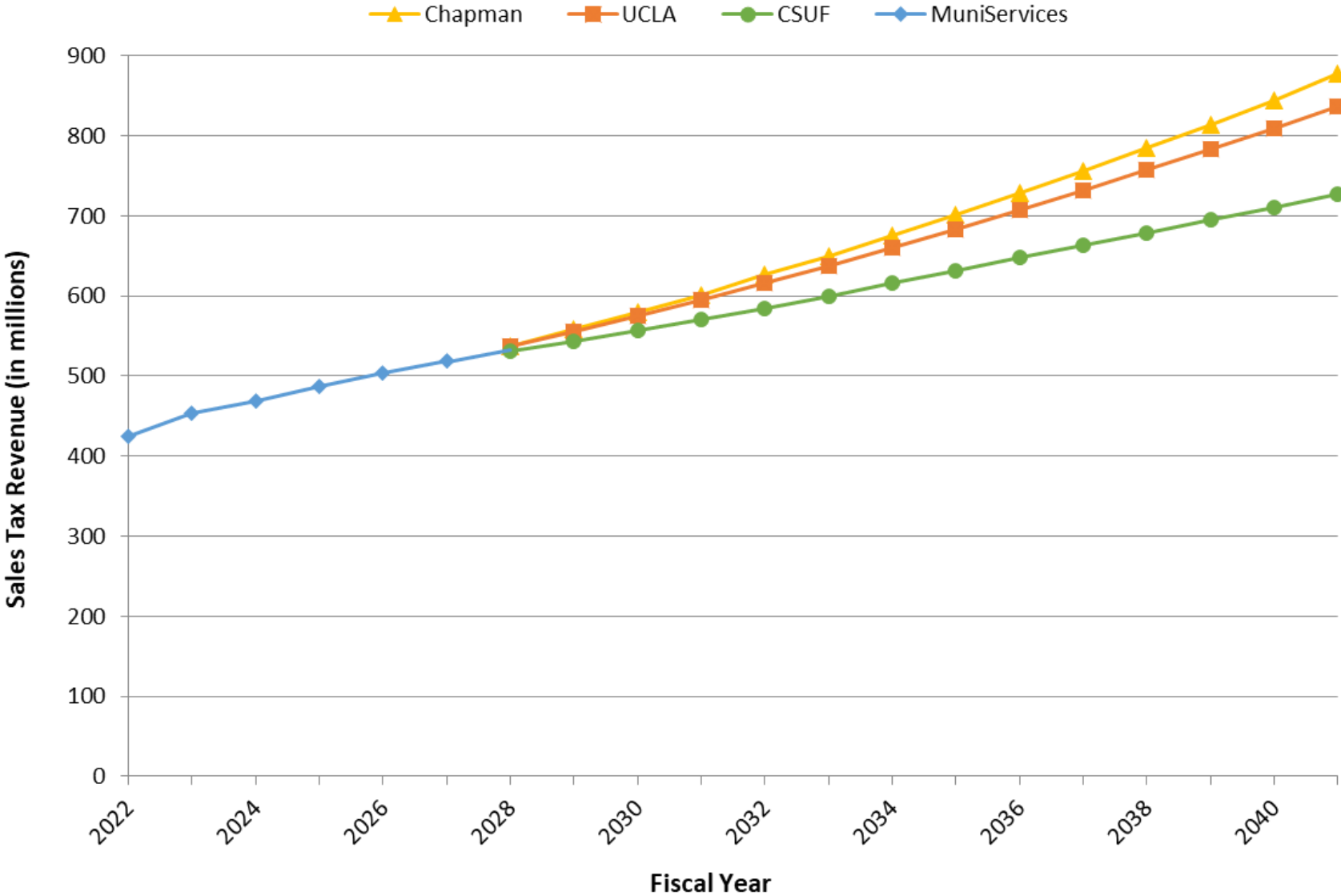
Short-Term Growth Rate Forecasts



Long-Term Growth Rate Forecasts



Annual Measure M2 (M2) Sales Tax Revenue Forecast



Results of Updated Forecasts



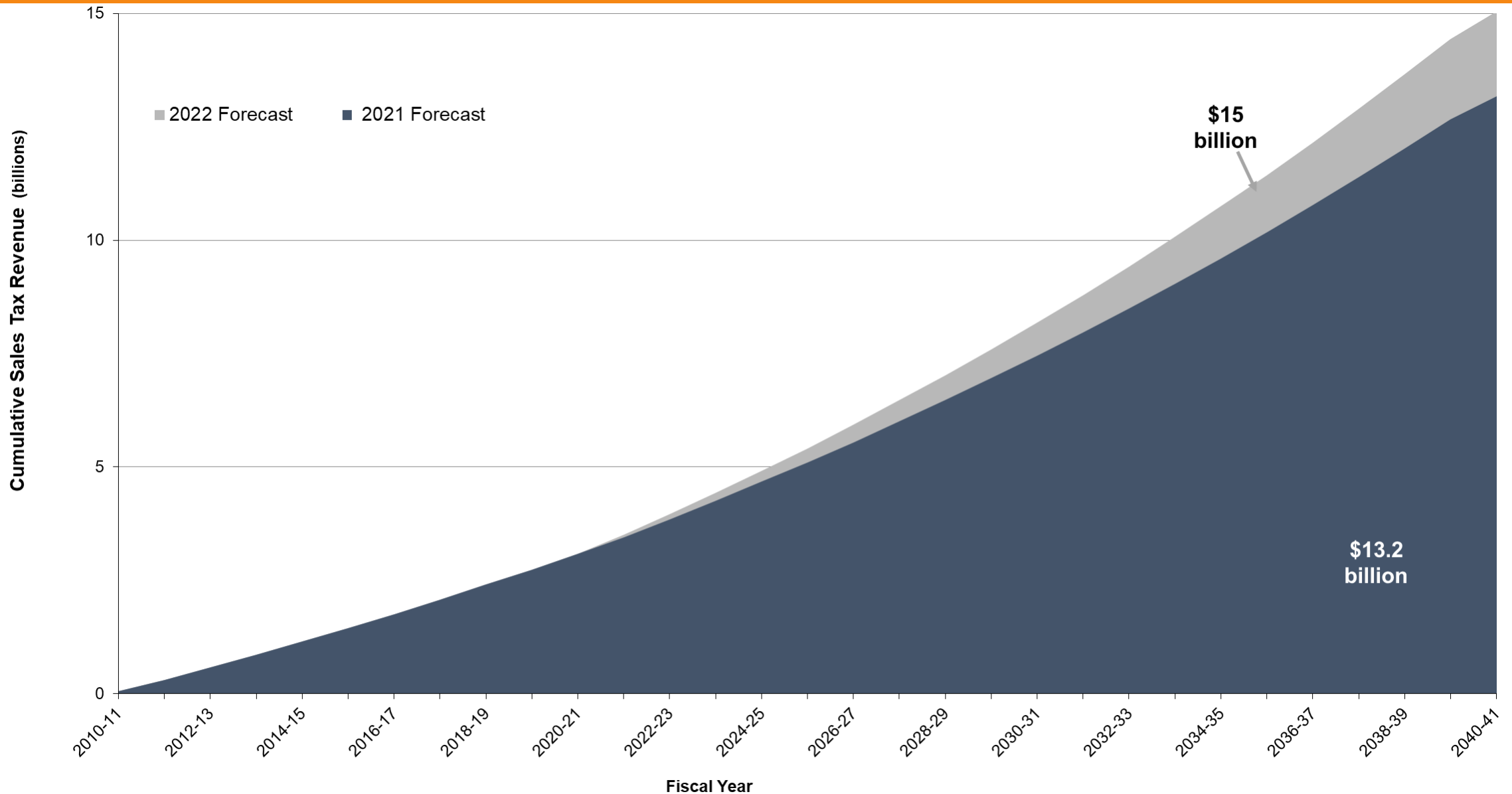
Orange County Transportation Authority
M2 Sales Tax Revenue Forecast - 2022
In Nominal Dollars

	Fiscal Year	Actual Growth	Chapman		UCLA		CSUF		MuniServices		Board Approved Forecast	
			Gross Sales Tax*	Growth Rate	Gross Sales Tax	Growth Rate	Gross Sales Tax	Growth Rate	Gross Sales Tax	Growth Rate	Gross Sales Tax	Blended Growth Rate
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	2013	6.17%	266,384,076	-	266,384,076	-	266,384,076	-	266,384,076	-	266,384,076	-
	2014	4.96%	279,599,946	-	279,599,946	-	279,599,946	-	279,599,946	-	279,599,946	-
	2015	4.30%	291,615,675	-	291,615,675	-	291,615,675	-	291,615,675	-	291,615,675	-
	2016	3.20%	300,944,523	-	300,944,523	-	300,944,523	-	300,944,523	-	300,944,523	-
	2017	2.60%	308,768,664	-	308,768,664	-	308,768,664	-	308,768,664	-	308,768,664	-
	2018	4.12%	321,480,529	-	321,480,529	-	321,480,529	-	321,480,529	-	321,480,529	-
	2019	3.38%	332,358,188	-	332,358,188	-	332,358,188	-	332,358,188	-	332,358,188	-
	2020	-4.33%	317,963,821	-	317,963,821	-	317,963,821	-	317,963,821	-	317,963,821	-
2021	8.61%	345,345,181	-	345,345,181	-	345,345,181	-	345,345,181	-	345,345,181	-	
2022	23.04%	424,896,566	-	424,896,566	-	424,896,566	-	424,896,566	-	424,896,566	-	
Short-Term	2023		458,706,371	7.96%	439,070,719	3.34%	447,250,819	5.26%	453,364,636	6.70%	453,364,636	6.70%
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	2038		809,067,762	3.79%	741,472,444	3.44%	674,144,451	2.38%			739,049,431	3.20%
	2039		839,594,694	3.77%	766,877,911	3.43%	689,879,836	2.33%			762,535,386	3.18%
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Total			\$ 15,791,263,381	4.06%	\$ 14,955,805,263	3.51%	\$ 14,430,012,464	2.83%			\$ 15,046,655,095	3.29%

*Fiscal years 2011 through 2017, 2020 through 2022 represent actual sales tax receipts. Fiscal Year 2018 is based on estimated sales tax revenues from MuniServices, LLC. Fiscal Year 2019 represent actual sales tax receipts plus \$1.58 million additional revenues received for Fiscal Year 2018 above MuniServices Fiscal Year 2018 estimate.

** Fiscal year 2011 includes sales tax receipts for one quarter and fiscal year 2041 represents forecasted sales tax receipts for three quarters.

Forecast Comparison – 2021 vs 2020



Next Steps



Incorporate forecast into Orange County Transportation Authority's (OCTA) planning documents



M2 Next 10 Plan
Comprehensive Business Plan



Determine impacts of the updated forecast to M2 programs and projects



OCTA staff will continue to monitor the short-term and long-term impacts on M2 sales tax revenues