

**DRAFT REQUEST FOR PROPOSALS (RFP) 8-1750**

# **FEDERAL LEGISLATIVE ADVOCACY AND CONSULTING SERVICES**



**ORANGE COUNTY TRANSPORTATION AUTHORITY**

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

## **Key RFP Dates**

<b>Issue Date:</b>	<b>June 25, 2018</b>
<b>Pre-Proposal Conference Date: (Washington D.C.)</b>	<b>July 11, 2018</b>
<b>Question Submittal Date:</b>	<b>July 16, 2018</b>
<b>Proposal Submittal Date:</b>	<b>August 13, 2018</b>
<b>Interview Dates: (Washington, D.C.)</b>	<b>September 17 and 18, 2018</b>

## **TABLE OF CONTENTS**

<b>SECTION I: INSTRUCTIONS TO OFFERORS .....</b>	<b>1</b>
<b>SECTION II: PROPOSAL CONTENT .....</b>	<b>8</b>
<b>SECTION III: EVALUATION AND AWARD .....</b>	<b>16</b>
<b>EXHIBIT A: SCOPE OF WORK.....</b>	<b>20</b>
<b>EXHIBIT B: COST AND PRICE FORMS .....</b>	<b>21</b>
<b>EXHIBIT C: PROPOSED AGREEMENT .....</b>	<b>22</b>
<b>EXHIBIT D: CAMPAIGN CONTRIBUTION DISCLOSURE FORM.....</b>	<b>23</b>
<b>EXHIBIT E: STATUS OF PAST AND PRESENT CONTRACTS FORM .....</b>	<b>25</b>
<b>EXHIBIT F: LEVEL 1 SAFETY SPECIFICATIONS .....</b>	<b>26</b>
<b>EXHIBIT G: PROPOSAL EXCEPTIONS AND/OR DEVIATION .....</b>	<b>35</b>



June 25, 2018

**NOTICE OF REQUEST FOR PROPOSALS**

**(RFP): 8-1750: "FEDERAL LEGISLATIVE ADVOCACY AND CONSULTING SERVICES"**

**TO: ALL OFFERORS**

**FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY**

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to provide **federal legislative advocacy and consulting services**. The budget for this project is \$480,000 for a two-year initial term.

**Proposals must be received in the Authority's office at or before 2:00 p.m. on August 13, 2018.**

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

**Orange County Transportation Authority  
Contracts Administration and Materials Management  
600 South Main Street, (Lobby Receptionist)  
Orange, California 92868  
Attention: Virginia Abadessa, Director, Contracts Administration & Materials Management**

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

**Orange County Transportation Authority  
Contracts Administration and Materials Management  
P.O. Box 14184  
Orange, California 92863-1584  
Attention: Virginia Abadessa, Director, Contracts Administration & Materials Management**

**Note:** The Authority utilizes a third-party delivery service; therefore, anticipate a 48-hour delay in delivery of proposals mailed to the P.O. Box listed above.

Proposals are considered received once time stamped at the Authority's physical address

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

Firms interested in obtaining a copy of this 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 8-1750, 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:

Professional Services

Commodity:

Government Relation Services  
Legislative Advocacy Services -  
Federal

A pre-proposal conference will be held on **July 11, 2018, at 10:00 a.m. (EST) at 601 Pennsylvania Ave. NW, Suite 900, Washington, D.C. 20004**. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established **September 17 and 18, 2018**, as the dates to conduct interviews. Interviews will be held in Washington D.C. All prospective Offerors will be asked to keep these dates available.

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

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

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

**SECTION I: INSTRUCTIONS TO OFFERORS**

**SECTION I. INSTRUCTIONS TO OFFERORS**

**A. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on **July 11, 2018, at 10:00 a.m. (EST)** at **601 Pennsylvania Ave. NW, Suite 900, Washington, D.C. 20004.**

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:

Virginia Abadessa  
Director, Contracts Administration & Materials Management  
Contracts Administration and Materials Management Department  
600 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584  
Phone: 714.560. 5623, Fax: 714.560.5792  
Email: vabadessa@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 proposer, subcontractor, lobbyist or agent hired by the proposer 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 proposer, subcontractor, lobbyist or agent hired by the proposer that engages in such prohibited communications may result in disqualification of the proposer at the sole discretion of the Authority. vabadessa@octa.net

**E. CLARIFICATIONS**

**1. Examination of Documents**

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

**2. Submitting Requests**

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 5:00 p.m., on July 16, 2018.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
  - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
  - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, Lobby Receptionist, Orange, California 92868.
  - (3) Facsimile: (714) 560-5792.
  - (4) Email: vabadessa@octa.net

**3. Authority Responses**

Responses from the Authority will be posted on CAMM NET, no later than July 19, 2018. Offerors may download responses from CAMM NET at <https://cammmnet.octa.net>, or request responses be sent via U.S. Mail by

emailing or faxing the request to Virginia Abadessa, Director, Contracts Administration & Materials Management.

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:  
Professional Services

Commodity:  
Government Relation Services  
Legislative Advocacy Services -  
Federal

Inquiries received after 5:00 p.m. on July 16, 2018 will not be responded to.

## **F. SUBMISSION OF PROPOSALS**

Offeror is responsible for ensuring third-party deliveries arrive at the time and place as indicated in this RFP.

### **1. Date and Time**

Proposals must be received in the Authority's office at or before 2:00 p.m. on August 13, 2018.

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

### **2. Address**

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

**Orange County Transportation Authority  
Contracts Administration and Materials Management (CAMM)  
600 South Main Street, (Lobby Receptionist)  
Orange, California 92868  
Attention: Virginia Abadessa, Director, Contracts Administration &  
Materials Management**



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

**Orange County Transportation Authority  
Contracts Administration and Materials Management (Camm)  
P.O. Box 14184  
Orange, California 92863-1584  
Attention: Virginia Abadessa, Director, Contracts Administration &  
Materials Management**

**Note:** The Authority utilizes a third-party delivery service therefore, anticipate a 48-hour delay in delivery of proposals mailed to the P.O. Box listed above. Proposals are considered received once time stamped at the Authority's physical address.

**3. Identification of Proposals**

Offeror shall submit an **original and 7 copies** of its proposal in a sealed package, addressed as shown above in F.2. The outer envelope must show the Offeror's name and address and clearly marked with RFP number. In addition to the above, Proposers shall also include one (1) electronic copy of their entire RFP submittal package in "PDF" format, on a CD, DVD, or flash drive.

**4. Acceptance of Proposals**

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to 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 firm-fixed price contract specifying firm-fixed monthly fees for tasks specified in the Scope of Work, included in this RFP as Exhibit A. The agreement will include a two-year initial term beginning January 1, 2019, with two, two-year option terms.

**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.

**SECTION II: PROPOSAL CONTENT**

## **SECTION II. PROPOSAL CONTENT**

### **A. PROPOSAL FORMAT AND CONTENT**

#### **1. Format**

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

#### **2. Letter of Transmittal**

The Letter of Transmittal shall be addressed to Virginia Abadessa, Director, Contracts Administration & Materials Management 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 providing legislative advocacy and consulting services to transportation agencies. Describe the firm's experience 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. Describe experience in working with the various government agencies identified in this RFP.
- (4) Provide examples of the scope of work for your current clients and narrative examples of accomplishments in achieving the requirements identified in the respective scopes of work.
- (5) Provide a complete list of all current clients of the firm and of the principal for this agreement.
- (6) In not more than three pages, describe your firm's success in representing public agencies or other clients.
- (7) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.
- (8) 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.
- (9) Provide as a minimum three (3) references **presently** served by your firm in a capacity similar to that described in the Scope

of Work. 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.

- (10) Provide as a minimum three (3) references **previously** served by your firm within the past 5 years in a capacity similar to that described in the Scope of Work. 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.
- (11) Provide a list of all work performed for the Authority, either as a prime or subcontractor during the last 3 years contracted directly with the Authority.
- (12) Identify current clients that you represent on any rail, transit, or highway transportation matters, any governmental entity that your firm represents in Southern California, and any clients that may pose conflicts with Authority's interests.

**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) Describe the principal's experience in obtaining federal support and/or funding for transportation and transit projects.
- (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) List the members of Congress, particularly involved in the transportation appropriation and authorization process, with whom the principal and any key personnel have a special relationship and describe each relationship.
- (7) List the officials at the White House, federal departments, agencies, boards, and commissions relevant to Authority's activities with whom the principal and any key personnel have a special relationship and describe that relationship.
- (8) Describe the principal's relationship with the Federal Administration.
- (9) Describe the principal's experience in working with transportation clients and the Congress and appropriations secured in the past six (6) years. Provide samples of projects and programs.

**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 firm's approach to representing the Authority in Washington D.C.
- (2) Based upon Attachment 1 and your experience, briefly describe your outlook for the next four years on issues affecting Authority at the federal level.
- (3) Based upon your knowledge of the Authority, describe your recommendations of key advocacy goals for the 116<sup>th</sup> Congress, and how your firm would assist Authority in achieving those goals.
- (4) Provide samples of past reports, informational material, and written correspondence which show specific accomplishments similar to what you would expect to accomplish for Authority.



- (5) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (6) 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.

**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.

The Offeror shall sign and complete the "Price Summary Sheet" form included with this RFP (Exhibit B), and furnish any narrative required to explain the prices quoted in the schedules. It is anticipated that the Authority will issue a firm-fixed-price contract specifying firm-fixed monthly fees for the scope of work.

## **5. Appendices**

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

## **B. 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 Boards 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. Offeror is required to submit only one copy of the completed form(s) as part of its proposal and it should be included in only the original proposal. The prime consultant, subcontractors, lobbyists and agents are required to report all campaign contributions from the proposal submittal date up and until the Board of Directors makes a selection, which is currently scheduled for November 26, 2018.

### **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 one copy of the completed form(s) as part of its proposals and it should be included in only the original 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 the following criteria:

**1. Qualifications of the Firm and Staffing 40%**

Experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references; the length of time your firm has been representing public transportation agencies.

Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.

Principal's strong federal bipartisan relationships; the principal's strong relationships with transportation authorizing and appropriating committee's leadership and members in the Senate and House; the principal's strong relationships with Office of the Secretary of Transportation and the Offices of the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA); the principal's strong relationships with members of the Orange County Congressional Delegation; extent of any possible conflicts of interest.

**2. 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; ability to meet deadlines; utility of suggested technical or procedural innovations; the firm's understanding of necessary advocacy goals; approach in representing Authority work in concert with Authority's policies and objectives.

**3. Cost and Price 30%**

Reasonableness of the fixed monthly rate and competitiveness with other offers received; adequacy of data in support of figures quoted; cost comparison to Authority's current federal lobbyist contracts; cost comparison to Authority's budget for this contract.

**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 September 17 and 18, 2018, as the dates 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 these dates, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

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

At the conclusion of the evaluation process, the evaluation committee will recommend to the Legislative and Communications 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 decision to the full Board of Directors for final action.

**C. AWARD**

The Authority will evaluate the proposals received and will submit, with approval of the Legislative & Communications Committee, the proposal considered to be the most competitive to the Authority's Board of Directors, for consideration and selection. 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.

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  
FEDERAL LEGISLATIVE ADVOCATES**

**I. General**

The Orange County Transportation Authority (OCTA) is seeking a federal legislative advocate team (Consultant) to address a series of issues described in Attachment 1 and will be organized around the federal goals and objectives of the Orange County Transportation Authority's (OCTA) Legislative Platform (Attachment 2). The primary issues and objectives are summarized as follows:

1. Secure a stable and reliable long term transportation reauthorization bill, and annual appropriations bills in accordance with current Legislative Platform and Board of Directors (Board)-approved project requests.
2. Advocate at the Congressional and Executive Branch levels for federal funding for OCTA capital projects, including fixed guideway projects.
3. Advocate on behalf of OCTA's position on Goods Movement.
4. Seek to maximize funding for all OCTA modal programs, but especially restoration of a well-funded bus discretionary program, in the next transportation reauthorization bill.
5. Seek to streamline and accelerate the delivery of federally funded projects with minimal federal requirements.
6. Advocate for funding of compliance costs for any new federally mandated requirements.
7. Advocate for federal intercity passenger rail funding in the San Luis Obispo-Los Angeles-San Diego (LOSSAN) corridor.

**II. Coalition Activities**

The Consultant shall build and sustain a strong federal coalition in support of OCTA.

1. OCTA Legislative Platform
  - 1.1 Provide input to and implement OCTA-developed funding strategies for transportation projects described in the Information and Issues discussion and Legislative Platform (Attachments 1 and 2), including bus, highway, intelligent transportation systems projects, and any other projects which may be appropriate to achieve OCTA legislative goals.

- 1.2 Recommend appropriate activities for OCTA Board members and local elected officials at various stages of the legislative process.
- 1.3 Provide general political and advocacy advice to OCTA.

## 2. Legislation, Regulations, and Policy

- 2.1 Notify OCTA of anticipated, newly introduced, or amended federal legislation, regulations, and administrative policy actions which could impact OCTA and provide a legislative analysis on how such action(s) may affect the interest of OCTA.
- 2.2 Work with OCTA, develop positions and tactics which implement OCTA's strategy objectives regarding the upcoming reauthorization of the transportation program.
- 2.3 Provide information and advice regarding upcoming legislative hearings which may impact policies and programs of OCTA.
- 2.4 Attend hearings and other public sessions of interest to OCTA.
- 2.5 Assist in the preparation of testimony before congressional committees and represent OCTA before such committees, including but not limited to the House and Senate Committees on Appropriations, the House Committee on Transportation and Infrastructure, the Senate Committee on Banking and Urban Affairs, the Senate Commerce Committee and the Senate Committee on Environment and Public Works.
- 2.6 Assist in drafting legislative language, and other written materials deemed of interest to OCTA, to ensure that the goals and objectives of OCTA are fulfilled.
- 2.7 Assist in drafting responses to Federal Register notices and other federal public comment announcements.
- 2.8 Assist in preparation of appropriate written materials supporting OCTA legislative goals, including letters, talking points, bill summaries and position papers.

## 3. Liaison and Advocacy Activities

- 3.1 Orange County Congressional Delegation
  - 3.1.1 Maintain frequent formal and informal contact with the Orange County delegation members and staff to represent and advocate OCTA policies and positions.

3.1.2 Recommend when OCTA Board Members should be in direct contact with members of the Orange County delegation or their key legislative staff.

3.2 House and Senate

3.2.1 Maintain direct and frequent contact with key members and staff of appropriate Senate and House Committees to represent and advocate OCTA policies and positions.

3.2.2 Arrange meetings between key legislation members and OCTA personnel as appropriate in Washington, D.C. or Orange County. Provide logistical support for Washington, D.C. visits.

3.2.3 Recommend timing and nature of contacts with the Orange County delegation and other legislation members in Washington, D.C.

3.3 Executive Branch

3.3.1 Meet with and arrange meetings with appropriate White House officials and staff, as necessary, to represent and advocate OCTA policies and positions.

3.3.2 Meet with and arrange meetings with appropriate Department of Transportation officials and staff, and other federal agencies, as necessary, to represent and advocate OCTA policies and positions.

**III. Administrative Coordination**

The Consultant shall continuously coordinate with OCTA Board, Chief Executive Officer and staff.

1. Coordination

1.1 Coordinate all activities with the OCTA State and Federal Relations Manager and Executive Director, External Affairs as appropriate.

1.2 Coordinate with members of the OCTA Board of Directors, as appropriate.

1.3 Coordinate with other OCTA consultants, as appropriate.

2. Other Activities

2.1 Preparation of Materials, Conference Calls, Oral Reports, Written Reports, and Additional Assignments.

- 2.2 Participate via teleconferencing with the Manager of Grants and Federal Relations, other OCTA staff, and other consultants as necessary.
- 2.3 Provide on-site and in-person oral reports to the Board and meet with appropriate OCTA staff at the OCTA headquarters in Orange, California, as needed. The number of on-site reports is not expected to exceed four per year.
- 2.4 Submit a written monthly activity and status report, including key advocacy activities undertaken on behalf of OCTA during each month.
- 2.5 Undertake additional assignments that have been mutually agreed upon by both parties and are necessary to accomplish OCTA's objectives in Washington.

**Orange County Transportation Authority**

**Information and Issues**

**Background**

The Orange County Transportation Authority (OCTA) was formed in 1991 by the consolidation of seven separate transportation agencies, including the Orange County Transportation Commission, the Orange County Transit District, the Consolidated Transportation Services Agency, the Orange County Local Transportation Authority, the Orange County Service Authority for Freeway Emergencies, the Orange County Congestion Management Agency and the Orange County Service Authority for Abandoned Vehicles. This consolidation creates a multi-modal authority, which eliminates duplicate transportation functions and increases efficiency in providing transportation services throughout the county.

The following facts indicate the size and breadth of OCTA's functions:

- More than 1300 employees plus an additional 1011 paratransit/fixed route contract employees (2018 numbers);
- A proposed budget for fiscal year (FY) 2018-19 that is balanced at \$1.3 billion;
- A county-wide bus system with over 520 vehicles and one of the nation's top 20 busiest bus transit operations providing more than 39 million rides annually;
- Countywide paratransit service with 248 buses and more than 1.4 million boardings per year;
- Three Metrolink commuter rail lines operate in Orange County with more than five million boardings per year. OCTA owns the Los Angeles to San Diego rail right-of-way in Orange County;
- Managing Director of the Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Corridor Agency operated by Amtrak, on the nation's second busiest passenger rail line;
- Administrator of Measure M, the package of transportation improvements promised to Orange County voters in 1990 when they approved a half-cent sales tax. Measure M was renewed by the voters in 2006 and will provide funding for freeway, regional/local streets and roads, and transit improvements until 2041;
- Ownership and operation of the 91 Express Lanes toll road with 14.3 million vehicle trips in FY 2017.

## **Specific Legislative and Regulatory Issues**

Over the next several years, OCTA anticipates dealing with the following issues, which relate to Congress and the U.S. Department of Transportation:

**OC Streetcar.** The OC Streetcar Project is a 4.15-route-mile streetcar line that will operate within one of the most densely populated areas in the country and will link the Santa Ana Regional Transportation Center, which serves Metrolink, Amtrak, and bus services, to a new multi-modal hub in Garden Grove. The project will generate more than 6,500 jobs nationwide. Of these jobs, 4,000 jobs will be created by federal investment in the OC Streetcar. OCTA has met every statutory and administrative requirement necessary to advance the project, and anticipates receiving a Full Funding Grant Agreement under the Federal Transit Administration's Capital Investment Grant Program to begin construction. On March 26, 2018, the OCTA Board of Directors awarded a \$51.5 million vehicle contract to Siemens Industries, Inc. for eight streetcar vehicles. The process for funding the OC Streetcar will be a determining factor for whether the OCTA Board of Directors pursues funding under this program for future projects.

**The LOSSAN Corridor.** The LOSSAN Rail Corridor is currently utilized by the BNSF freight service, Metrolink commuter rail service, Amtrak's Pacific Surfliner intercity passenger rail service, and San Diego County's Coaster commuter rail service. The LOSSAN corridor is the second busiest passenger rail corridor in the nation. OCTA owns the LOSSAN right-of-way in Orange County. OCTA currently supports additional federal funding for rail and safety improvements in this corridor, additional efficiencies in rail program oversight, and commuter-based development around passenger rail corridors that includes permanent job creation.

**Pacific Surfliner Intercity Passenger Rail Service.** OCTA has served as the managing agency for the LOSSAN Agency since 2013 and assumed full administrative and management responsibility for the Pacific Surfliner service in June 2015 following through on an interagency transfer agreement with the State of California. OCTA continues to serve in this capacity, providing all necessary administrative support to the LOSSAN Agency and its Board of Directors.

**Goods Movement.** Orange County acts as a bridge between Los Angeles and the Inland Empire for the growing supply of foreign goods sent through the ports of Los Angeles and Long Beach, to the rest of the nation. The volume of trade already impacts Orange County's transportation infrastructure. Today, 18 percent of trucks on Orange County freeways are delayed daily, increasing costs between 50 to 250 percent. By 2030, truck volume will increase an estimated 110 percent. Similarly, trade volumes are challenging the capacity of the rail system. In 2025, the number of daily freight trains moving through Orange County is expected to increase from 95 to 250.

OCTA's federal legislative platform advocates for ongoing, stable sources of funding for goods movement infrastructure to ease congestion in highway corridors that carry goods.

Existing resources are insufficient to both meet these goods movement mitigation needs and address the County's existing transportation needs. OCTA intends to link capacity expansion to mitigation and supports regionally coordinated solutions to future freight movement.

**Metrolink Commuter Rail Service.** OCTA funds and supervises Metrolink commuter rail service in Orange County through its rail capital budget, which supports improvements in Orange County and is funded through local, state and federal funding sources. Orange County is served by three Metrolink lines that transport more than five million riders per year in and through the county. The three lines are: The Orange County Line, the Inland Empire-Orange County Line, and the 91/Perris Valley Line. There are currently eleven Metrolink stations in Orange County.

In May 2016, with the support of OCTA, its member agencies, and in partnership with BNSF Railway, Metrolink became the first commuter railroad in the nation to receive authorization from the Federal Railroad Administration to commence Positive Train Control provisional revenue service operations. OCTA remains committed to working with regional passenger rail providers on efforts to provide safety improvements on the rail network in Southern California.

**Operating Assistance.** OCTA has adopted principles identical to those adopted by the American Public Transportation Association calling for limited and flexible direct federal operating assistance. In accordance with these adopted principles OCTA has advocated for increased federal operating assistance in Washington, DC over the past several years.

OCTA is also a strong advocate of permanent reinstatement of the alternative fuel tax credit, which provides nearly \$4.3 million annually to fund OCTA operations.

**The Roll of Tolls in Project Delivery.** With a population of over 3 million, Orange County is the sixth most populous county in the nation and contains some of the nation's most congested highways. Yet, the county remains a donor county, and does not receive its fair share of federal gas tax revenue. Historically, this situation has led to the development of public private partnerships to build toll roads in the county. These facilities are privately operated with public management oversight. OCTA owns one toll facility, the 91 Express Lanes, which was purchased in 2002. The purchase eliminated a non-compete clause that prohibited improvements along the State Route (SR)-91. In addition, the I-405 Improvement Project, when completed in 2023, will also provide two express lanes in each direction, similar to the 91 Express Lanes.

Many agencies are discussing the increased use of managed lane facilities. As transportation demands continue to increase, OCTA supports innovative financial arrangements and project delivery tools to deliver projects in the earliest time frame at the lowest cost to Orange County taxpayers. However, the use of these project delivery methods should not be viewed as a substitute for adequate state or federal funding for transportation, but rather as a response to significant population and employment growth, and as an opportunity to stretch dollars further than ever before.

**Breaking Down Administrative Barriers to Project Delivery.** OCTA supports opportunities to expedite and improve the efficiency of the environmental review and permitting process for federally-funded projects. During the consideration of the Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21) reauthorization legislation, OCTA developed a set of proposals through the Breaking Down Barriers Report to expedite the environmental review process and improve project delivery without impairing substantive environmental requirements. These proposals became part of legislation introduced in the House in August 2012, called the “Breaking Down Barriers Act “. The bulk of this Act was incorporated into the House surface transportation reauthorization bill in 2012 and became a part of MAP-21. In addition, several of the proposals from the Breaking Down Barriers Report and subsequent follow-on studies were enacted in Fixing America's Surface Transportation (FAST) Act of 2015, but never implemented.

In April 2018, 12 federal agencies signed a Memorandum of Understanding (MOU) to implement a One Federal Decision policy. The One Federal Decision MOU builds upon Executive Order 13807, which the President issued in 2017 in an effort to further streamline the permitting process for infrastructure projects. The MOU is largely consistent with OCTA’s advocacy efforts to streamline the permitting process. OCTA will continue to seek ways to streamline the federal project approval process in order to accelerate project implementation and create jobs more quickly in the economy.

**Reauthorization.** The FAST Act authorized \$305.5 billion over Fiscal Years 2016 through 2020 for public transportation, rail, highway, and motor vehicle safety, motor carrier safety, hazardous materials safety, and research, technology, and statistics programs. As Congress begins to look at additional or extended transportation authorization funding in the next few years, OCTA supports greater flexibility in the permitted uses of transportation funds and a fair distribution of funds based upon formula factors that adequately recognize the extent of transportation funding needs within Orange County. In addition, OCTA supports efforts that will ensure that all users of the national transportation system pay their fair share to maintain and improve the system. OCTA will also continue to emphasize the need for a fiscally sound solution to the Highway Trust Fund’s structural revenue deficit that maintains the long-standing federal commitment to meeting our nation’s transportation needs.

**91 Express Lanes.** OCTA owns and operates the four-lane, ten-mile toll road segment in the median of SR-91 from the Orange/Riverside county line west to the SR-55/SR-91 interchange. OCTA purchased the 91 Express Lanes for \$207.5 million in 2002. The purchased franchise extends into Riverside County to the I-15. This purchase cleared the way for traffic improvements along the SR-91 corridor by eliminating a “non-compete” provision that limited new highway expansion on the SR-91 corridor. More than \$28 million in toll revenue has gone into improving SR-91 corridor, including the addition of a new eastbound lane between the SR-241 and SR-71 and Metrolink station improvements. Currently, tolls are determined through a congestion management pricing policy, which adjusts tolls quarterly in accordance with traffic volumes.



In 2011, OCTA and the Riverside County Transportation Commission (RCTC) entered into a Cooperative Agreement to jointly operate the Orange and Riverside segments of the 91 Express Lanes. In 2017, RCTC opened the Riverside segment of the 91 Express Lanes from the Orange/Riverside county line east to the I-15, providing customers with 8 additional miles of travel certainty.

In 2023, with the completion of the Interstate 405 Improvement Project, OCTA will also operate an express lane facility on Interstate 405.

**Transportation Security Funding.** As part of the Los Angeles metropolitan area, OCTA operates in one of the nation's top high risk urban areas as determined by the Department of Homeland Security (DHS). Unlike aviation, bus and rail transit systems pose unique security challenges including multiple access points and significantly higher passenger volume. Despite these challenges, security funding for bus and rail transportation continues to lag far behind such funding for aviation on a per passenger basis. Moreover, this funding is limited by DHS largely to capital expenditures.

OCTA's legislative platform seeks support for increased federal funding to transit agencies for operational security improvements, staff training, increased surveillance, and security and disaster preparedness improvements for highways, transit, rail security, and computer information systems in the United States. In addition, OCTA supports a fair distribution of funding that takes into consideration the risks of all hazards, including natural disasters, acts of terrorism, and other man-made disasters in Southern California.

ORANGE COUNTY TRANSPORTATION AUTHORITY

# Federal Legislative Platform | 2017-18



Revised and adopted on November 27, 2017





The Orange County Transportation Authority (OCTA) was formed in 1991 by the consolidation of seven separate transportation agencies. This consolidation created a multimodal authority, which eliminated duplicate transportation functions and increased efficiency in providing transportation services throughout the County.

The following facts indicate the size and the breadth of OCTA's functions:

- Budget for fiscal year (FY) 2017-18 is balanced at \$1.3 billion.
- Countywide bus system that spans 34 cities and seven congressional districts with 520 vehicles.
- Among the top 20 busiest bus transit operations in the nation, providing more than 39 million rides annually.
- Countywide paratransit service for people with disabilities with 248 buses and more than 1.4 million boardings per year.
- Three Metrolink commuter-rail lines with more than 19,000 boardings each weekday.
- OCTA owns the Los Angeles-San Diego-San Luis Obispo (LOSSAN) rail right-of-way from Fullerton to San Clemente.
- Successful completion of Measure M, the package of \$4 billion in transportation improvements promised to Orange County voters in 1990 when they approved a 20-year half-cent sales tax program.
- Implementation of Renewed Measure M approved by voters in 2006, providing \$13.5 billion in new funding for freeway, regional/local streets and roads, and transit improvements until 2041.
- Owner and operator of the 91 Express Lanes toll road with 14.3 million vehicle trips in FY 2017.
- Oversight of Orange County's major investment studies and management of the planning for all future transportation infrastructure improvements in the county.

## 2018 BOARD OF DIRECTORS

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## EXECUTIVE OFFICE

**Darrell Johnson**

Chief Executive Officer

## Table Of Contents

Introduction.....	Page 1
Principles and Objectives.....	Page 1
I. Annual Transportation Funding .....	Page 1
II. Advocacy Efforts for Implementation of Existing and Planned Federal Highway and Transit or Rail Programs.....	Page 2
III. Economic Impact Legislation and Regulations.....	Page 4
IV. Reauthorization of the Highway and Transit Programs.....	Page 4
V. Goods Movement.....	Page 5
VI. Homeland Security.....	Page 5
VII. Energy Issues.....	Page 6
VIII. Environmental Policy and Other Regulatory Requirements.....	Page 6
IX. Employment Issues.....	Page 7



## Introduction

With a population of over three million, Orange County is the third most populous county in California and the sixth most populous county in the nation. Orange County is also one of the most densely populated areas in the country and is second only to San Francisco for the most densely populated county in the State of California. National and global attractions include Disneyland, Knott's Berry Farm, and over 42 miles of coastline, making Orange County a worldwide vacation destination.

Among metro areas in the United States, Orange County is one of the top 20 producing economies in the nation and is home to one of the busiest transit systems in the nation. In addition, Orange County provides highway and rail corridors that facilitate an increasing level of international trade entering the Southern California ports. However, according to the latest annual survey of urban mobility by the Texas A&M Transportation Institute, the Los Angeles metropolitan area, including Long Beach and Orange County, also has the second most congestion of any metropolitan area in the nation, delaying drivers an average of more than 80 hours per year. In conducting all of its activities, Orange County Transportation Authority (OCTA) strives to the maximum extent possible to improve transportation performance, reduce congestion, and reduce emissions. With regard to federal revenues, Orange County is consistently a donor county within a donor state.

OCTA's Federal Legislative Platform outlines the statutory, regulatory, and administrative goals and objectives of the transportation authority. The following platform was adopted by the OCTA Board of Directors (Board) to provide direction to staff and federal legislative advocates for the 115th Congress.

## Principles and Objectives

OCTA will use the following principles and objectives to guide implementation of the specific recommendations contained in this platform:

1. OCTA will seek to obtain a fair share of federal funding from all sources for transportation projects within the County, taking into account its size, population, congestion mitigation, and particular transportation needs;

2. OCTA will support the transportation legislative efforts and objectives of other Orange County entities, as appropriate, to further the implementation of this platform, provided that such efforts by others are consistent with OCTA Board-approved projects and policies; and do not place OCTA in direct competition these entities for discretionary funding;
3. In order to accomplish the goals of this platform, OCTA will work with other entities such as the Orange County Business Council, regional entities such as county transportation commissions and transit agencies, the Southern California Association of Governments, and Mobility 21;
4. OCTA will take an active role in the process of formulating legislation which will reauthorize future federal highway and transit programs, reaching out to the region, state, and appropriate congressional leaders, and working with them towards a long-term and stable future reauthorization program which benefits Orange County.

## I. Annual Transportation Funding

On December 4, 2015, President Obama signed the Fixing America's Surface Transportation (FAST) Act (Pub. L. No. 114-94). Like other recent multiyear surface transportation bills, the FAST Act does not require the appropriation of authorized Highway Trust Fund dollars. Therefore, the annual appropriations process will continue to play an important role in the OCTA federal legislative platform, and OCTA will continue to advocate for the largest possible amount and share of annual appropriations to ensure adequate resources for OCTA's operations.

Due to funding limitations ratified with bipartisan Congressional agreement, the FAST Act does not contain any funding specifically directed to individual projects, commonly referred to as "earmarks." It is expected that annual appropriations bills will continue this practice for the foreseeable future. Accordingly, there are no earmark requests included in the OCTA platform for the 115th Congress. Should this situation change, OCTA will seek the guidance and input of the Legislative

and Communications Committee regarding any project requests.

Even in the absence of specific Congressional earmarks, discretionary transportation funding will be appropriated on an annual basis. OCTA will continue to aggressively pursue discretionary funding for transportation projects within the statutory and regulatory requirements of any funding program, the current funding status of OCTA's capital program, and the direction of the Legislation and Communications Committee.

Other funding priorities for OCTA include:

- a) Support federal transportation funding assistance, including for transit operations, provided that such assistance is: 1) sustainable at the federal, state, and local level; 2) not considered a replacement for any ongoing program, or a substitute for the current federally authorized program; 3) funded by the general fund apart from any ongoing appropriations; 4) used to preserve or create jobs and services, and not for wage increases to current personnel; and 5) available for capital purposes to the extent not needed for direct operating costs;
- b) Support New Start funding for fixed-guideway projects selected for implementation through the Go Local process;
- c) Support appropriations and additional funding, with increased flexibility, through safety and security grant programs in order to protect Orange County's surface transportation systems, including highways, transit facilities, rail lines, and related software systems;
- d) In concert with regional transportation agencies, seek funding for the Southern California Regional Training Consortium to develop bus maintenance training information for the transit agencies throughout Southern California;
- e) Support appropriations funding for rail safety programs, including funding for implementation and operation of positive train control requirements and other safety enhancements or risk reduction recommendations;

- f) Support the authorization and appropriation that provides for federal funding that supports intercity and regional passenger rail corridors in California, including the Los Angeles–San Diego–San Luis Obispo Rail Corridor.

## II. Advocacy Efforts for Implementation of Existing and Planned Federal Highway and Transit or Rail Programs

With the passage of the FAST Act, OCTA's efforts during the 115th Congress will continue to focus on regulatory implementation of this legislation and on possible additional legislation to complement the programs and provisions set out in the FAST Act. During this time, OCTA will advocate for the following issues:

- a) Advocate for a fair and equitable distribution of FAST Act funding to OCTA from the State of California in accordance with any agreed-upon statewide administrative plan or enacted state legislation;
- b) Working with regional agencies, advocate for a high ranking of the Alameda Corridor projects as part of the FAST Act discretionary programs;
- c) Upon definition and approval by the Board, seek support from the Federal Transit Administration and Orange County Congressional Delegation for any fixed-guideway transit projects approved for implementation by the Go Local process;
- d) Pursue continued eligibility of Congestion Mitigation Air Quality (CMAQ) program funding for at least three-to-five years of operating expenses associated with any new start fixed-guideway or eligible bus projects in Orange County;
- e) Advocate for inclusion of recommendations from the OCTA Breaking Down Barriers Report and subsequent Follow-on Study as part of future legislation and regulations, including:
  - 1) Support expanded design-build authorizations for federally-funded highway and surface transportation projects;

- 2) Support environmental process improvements and stewardship efforts by the relevant federal agencies to expedite project delivery and accelerate the creation of jobs; and
  - 3) Support expedited federal review and payments to local agencies and their contractors for project development, right-of-way acquisition, and construction activities.
- f) Support efforts within the surface transportation reauthorization legislation, or other appropriate legislation, that direct state departments of transportation to give consideration to the condition and effectiveness of local evacuation routes in high-risk areas when setting priorities for the disbursement of highway funding;
  - g) Support efforts to authorize, fund, and streamline the delivery of, bike paths, bike trails, and pedestrian paths within Orange County;
  - h) Advocate for legislation, programs, and projects, which encourage, where possible, a “complete streets” approach to planning and multi-modal planning approaches in order to expedite project delivery;
  - i) Encourage the Federal Highway Administration (FHWA) to return the Regional Transportation Plan (RTP) to a long-range planning and vision document rather than a detailed, 30-year financial plan, as current regulations mandate;
  - j) Regulations have shifted the approval of RTP amendments involving Transportation Control Measures from FHWA to the Environmental Protection Agency (EPA). OCTA requests that this approval process revert back to FHWA and maintain a consultation process with EPA;
  - k) Request that federal funding guidelines permit use of funds for soundwalls as a local option. The FHWA does not permit the use of highway funds to retrofit soundwalls, yet federal trade policies have led to increased freight traffic along goods movement corridors and, hence, noise along the freeways. OCTA requests that the policy be amended to allow highway funds to be used to mitigate the impacts of freight traffic on local communities adjacent to goods movement corridors;
  - l) Work with the FHWA, or appropriate members of Congress, as part of the waiver process set out in the FAST Act, to obtain flexibility and increased local decision-making authority regarding the operation of high-occupancy vehicle (HOV) lanes, in order to reduce or eliminate the unintended consequences provided by Section 166 of the Federal Highway Act or any similar provisions regulating degradation of HOV lanes;
  - m) Engage the State of California, and other state and federal stakeholders, to seek the mitigation or elimination of any federal requirements for direct actions within 180 days in response to any degradation found to exist on federally-funded highways;
  - n) Support legislative and administrative streamlining of Federal Buy America requirements to permit greater certainty and consistency regarding the requirements, and greater flexibility in applying the requirements to federally-funded highway and transit projects;
  - o) In conjunction with other Southern California public rail transportation providers, support legislative and administrative efforts to:
    - 1) responsibly implement and operate Positive Train Control (PTC) nationwide in a manner that takes into consideration any and all technological, fiscal, and logistical challenges in its implementation, while providing for reasonable exemptions from legislative deadlines on a case-by-case basis;
    - 2) assure that any alternative technologies employed in other rail systems are interoperable with, and contain the same safety benefits as, the PTC system implemented by Metrolink;
    - 3) ensure that the necessary technical resources such as wireless spectrum, are made available, as appropriate, for the full implementation of PTC;
  - p) Seek flexibility for the use of formula transit funds to support and utilize alternative transportation services.

### III. Economic Impact Legislation and Regulations

Several federal legislative and regulatory actions are also under consideration to prevent unintended adverse economic impacts to the transportation industry and also to appropriate funding for transportation infrastructure projects as a means of creating needed jobs in the economy. In this regard, OCTA will:

- a) Support legislation which would hold harmless local governments who held debt instruments of Lehman Brothers on September 15, 2008, and other regulatory actions pursuant to Section 103 of the Emergency Economic Stabilization Act, which are needed to ensure stability in local entities that, through no fault of their own, suffered losses in the economic crisis of 2008;
- b) Support federal legislation and programs which accelerate funding for transportation infrastructure projects and, thereby, create additional jobs and economic activity in Orange County;
- c) Oppose any federal legislation or regulatory action which acts to impede the development of business opportunities and job creation in Orange County;
- d) Oppose any further increase in the current rail passenger liability cap of \$295 million per incident and work with regional partners to ensure that discussions regarding the cap take into account the limited resources of public sector passenger rail providers;
- e) Oppose federal legislative and/or regulatory actions that would divert revenues generated by locally-approved sales taxes to programs and projects that are not included in the sales tax ordinance;
- f) Support fiscally sound legislation that adequately addresses the Highway Trust Fund's structural deficit, including initiatives to address the impact of low- and zero-emission vehicles on transportation funding.

### IV. Reauthorization of the Highway, Transit, and Rail Programs

The FAST Act authorizes \$305.5 billion over Fiscal Years 2016 through 2020 for public transportation, rail, highway, highway and motor vehicle safety, motor carrier safety, hazardous materials safety, and research, technology, and statistics programs. These funding levels provide modest increases in all major existing surface transportation programs over the five-year life of the bill. It also adds new formula and discretionary freight programs, a new discretionary bus capital program, and modest new funding for intercity rail. The legislation also preserves the federal focus on safety, keeps intact the established structure of the various highway-related programs, and continues efforts to streamline project delivery. The enactment of the FAST Act allows state and local government agencies to move forward with critical transportation projects with the confidence that they will have a federal partner over the long term.

While the FAST Act provides funding authorization through Fiscal Year 2020, it is possible that the 115th Congress will begin to look at additional or extended transportation authorization funding during the next two years. OCTA will examine any such proposals using the following framework:

- a) OCTA will analyze key highway, transit, and rail reauthorization proposals as they emerge to determine:
  - 1) The source, adequacy, and stability of proposed future revenues to meet future transportation needs and the economic impact to the public of collection of those revenues;
  - 2) The extent to which a proposal will maximize the return of federal revenues to California and to OCTA;
  - 3) The extent to which a proposal enhances the federal funding partnership by helping OCTA address capital and operating revenue shortfalls;
  - 4) Whether or not the proposal contains any unfunded statutory or regulatory mandates applicable to OCTA; and



- 5) The extent to which the proposal contains provisions which support the recommendations contained in OCTA's Breaking Down Barriers Report and subsequent Follow-on Study.
- b) Based upon this analysis, OCTA will seek a Board determination of the appropriate approach to any new surface transportation reauthorizing proposals in Washington D.C. based on the following general principles:
  - 1) OCTA supports program features in the next highway, transit, and rail authorization legislation to enable greater flexibility in the permitted uses of transportation funds and to distribute funding based upon formula factors that adequately recognize the extent of transportation funding needs within Orange County;
  - 2) OCTA supports receiving federal highway funds through a fair sub-allocation that accounts for additional costs, increased administrative responsibilities, and the potential for increased liabilities to which the agency may be subject; and
  - 3) OCTA supports efforts that would ensure that all users of the national transportation system pay their "fair share" to maintain and improve the system.

## V. Goods Movement

The twin Ports of Los Angeles and Long Beach are considered "America's Gateway" and the nation's busiest ports, handling more than \$180 billion dollars' worth of cargo each year. The maintenance and improvement of our region's goods movement infrastructure must continue to be a national priority if our region is to remain competitive with the rest of the world and be responsive to the consumer needs of the nearly 18 million people living in Southern California. The need for the Southern California region to remain competitive is further underscored by the expansion and modernization by foreign competitors. Even though the FAST Act will provide \$10 billion for goods movement projects and programs, these and other

revenue streams at the federal level remain insufficient to fund the projects needed to offset the costs of moving these goods considering the many years of underinvestment.

Therefore, OCTA's advocacy efforts regarding goods movement will continue to emphasize the following:

- a) Pursue new, stable, dedicated, and secure sources of funding for goods movement infrastructure;
- b) Assure that the benefits of newly funded projects also take into account mitigation factors to impacted communities;
- c) Continue to work with Congress, the state, and local governments, as well as with the private sector, to develop and implement the needed sustainable infrastructure programs and projects;
- d) Ensure that public control of goods movement infrastructure and freight mobility projects is retained at the local level.

## VI. Transportation Security and Emergency Preparedness

OCTA continues cooperative efforts with neighboring transit agencies, Urban Area Security Initiative partners, state and federal Homeland Security and Emergency Preparedness grant partners, and local jurisdictions to enhance the security and resiliency of regional highway, bus, and rail systems. In addition to seeking additional grant funding to secure Orange County's highways, rail, transit, and computer information systems, OCTA will pursue the following regulatory and statutory changes to ensure that safety, security, and emergency preparedness needs are met:

- a) Support increased federal funding to transit agencies for staff training, increased surveillance, and security and disaster preparedness improvements for highways, transit, rail security, and computer information systems in the U.S., and flexibility for the use of these funds;
- b) Support a fair and effective distribution of grant funds that takes into consideration the risks of

all hazards, including natural disasters, acts of terrorism, and other man-made disasters in Southern California, as estimated by the Department of Homeland Security in cooperation with state and local officials;

- c) Support programs that reach out to state security and emergency preparedness officials to improve information exchange protocols, refine security and disaster preparedness systems, and support state and regional data coordination.

## VII. Energy Issues

Legislation addressing U.S. policies on energy is likely to play a role in the 115th Congress. The transportation sector is the largest consumer of petroleum in the U.S. Therefore, the focus by Congress to further develop energy efficient policies is likely to have an impact on OCTA operations. With this in mind, OCTA will:

- a) Monitor legislation and federal rulemaking that addresses new or emerging energy policies such as incentives for alternative fuel technology, and use and developer incentives supporting transit programs, as well as research and technology;
- b) Provide federal legislative reports to the Board outlining any energy-related legislation introduced in the next Congress that potentially impacts OCTA operations;
- c) Work with industry associations to comment on congressional actions and/or federal policies that impact the public transportation sector;
- d) Support the continuation of fuel tax credits for OCTA's use of compressed natural gas and liquefied natural gas, and the expansion of these credit incentives for the use of other alternative transit fuels.

## VIII. Environmental Policy and Other Regulatory Requirements

Federal environmental laws and regulations affecting OCTA include the National Environmental Protection

Act, the Federal Clean Air Act, Federal Water Pollution Control Act, and the Endangered Species Act. With regard to these acts and related regulations, OCTA will:

- a) Seek opportunities to expedite and improve the efficiency of the environmental process for federally-funded projects. The OCTA Breaking Down Barriers Report and subsequent Follow-on Study contain numerous examples of ways to expedite the environmental review process without impairing substantive environmental requirements. Many of these recommendations have been incorporated into statute. OCTA will monitor future regulations in this area to ensure the effective implementation of these provisions.
- b) Seek federal funding to meet state and local environmental quality requirements, including anticipated requirements for zero-emission buses, alternative fueling stations, and future greenhouse gas reduction requirements;
- c) Monitor any new federal programs seeking to address the environmental impacts of greenhouse gases to ensure that any new environmental requirements are accompanied by additional funding necessary to implement those requirements;
- d) Support legislation and federal grant programs that encourage ridesharing and related congestion relief programs for Orange County commuters.

In addition, OCTA takes the following positions with regard to U.S. departments providing federal oversight, specifically:

- e) Support efforts to work with the California Department of Transportation and the Administration to equitably resolve the United States Department of Transportation interpretation of Americans with Disabilities Act (ADA) compliance guidelines that retroactively require the implementation of costly curb-ramp and level boarding upgrades within the boundaries of federally-funded projects. According to state officials implementing these regulations on

behalf of FHWA, the requirements apply even if curb-ramps are already in place, but considered to be out of date according to the most recent ADA guidelines, or when the project would not require ground disturbance (i.e. signal synchronization projects funded with CMAQ funds);

c) Support efforts to restrict the ability of the Federal Government to limit state or local efforts to reform pension benefits.

- f) Oppose any regulations or administrative guidance seeking to extend through administrative actions the statutory requirements of ADA;
- g) Support expedited federal review and payments to local agencies and their contractors for project development, right-of-way acquisition, and construction activities;
- h) Support expedited and improved federal reporting and monitoring requirements to ensure efficiency and usefulness of data, and to eliminate redundant state and federal requirements;
- i) Ensure that regulations and programs implementing federal requirements regarding transit safety oversight are reasonable, as free as possible from bureaucratic burden, and do not place an unfair financial burden on OCTA operations.

## IX. Employment Issues

Federal employment laws affecting OCTA include the Fair Labor Standards Act, Family and Medical Leave Act, Occupational Safety and Health Act, and the Omnibus Transportation Employee Testing Act of 1991. While significant changes to these federal laws are not anticipated during the 115th Congress, OCTA's historical positions regarding labor and employment issues have included:

- a) Support income tax deductions for employees receiving employer-provided transit passes, vanpool benefits, or parking spaces currently counted as income;
- b) Oppose legislation and regulations, and any federal grant actions adversely affecting the agency's ability to effectively and efficiently address labor relations, employee rights, benefits including pension benefits, and working conditions including health, safety, and ergonomics standards in the workplace;



## FEDERAL GOVERNMENT RELATIONS CONTACTS

**Lance Larson**  
Executive Director  
External Affairs  
714-560-5908  
llarson@octa.net

**Kristin Essner**  
Manager  
State and Federal Relations  
714-560-5754  
kessner@octa.net

**Dustin Sifford**  
Senior Government  
Relations Representative  
714-560-5389  
dsifford@octa.net

**Jaymal Patel**  
Associate Government  
Relations Representative  
714-560-5475  
jpatel@octa.net





550 SOUTH MAIN STREET  
P.O. BOX 14184  
ORANGE, CA 92863-1584  
714.560.OCTA (6282)  
OCTA.NET

## OCTA AFFILIATED AGENCIES

Orange County  
Transit District

Local Transportation  
Authority

Service Authority for  
Freeway Emergencies

Consolidated Transportation  
Service Agency

Congestion Management  
Agency

Service Authority for  
Abandoned Vehicles



**EXHIBIT B: COST AND PRICE FORMS**

**PRICE SUMMARY SHEET**

**FEDERAL LEGISLATIVE ADVOCACY AND CONSULTING SERVICES**

Enter below the proposed firm-fixed monthly rate to perform the services 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 firm-fixed price contract.

**Initial Term: January 1, 2019 – December 31, 2020**

**Fully-Burdened Monthly Rate:**

<b>Year 1 1/1/19 – 12/31/19</b>	<b>Year 2 1/1/20 – 12/31/20</b>
\$ _____	\$ _____

**First Option Term: January 1, 2021 through December 31, 2022**

**Fully-Burdened Monthly Rate:**

<b>Year 3 1/1/21 – 12/31/21</b>	<b>Year 4 1/1/22 – 12/31/22</b>
\$ _____	\$ _____

**Second Option Term: January 1, 2023 through December 31, 2024**

**Fully-Burdened Monthly Rate:**

<b>Year 5 1/1/23 – 12/31/23</b>	<b>Year 6 1/1/24 – 12/31/24</b>
\$ _____	\$ _____

1. I acknowledge receipt of RFP 8-1750 and Addenda No.(s) \_\_\_\_\_
2. This offer shall remain firm for \_\_\_\_\_ days from the date of proposal  
(Minimum 120)

COMPANY NAME

\_\_\_\_\_

ADDRESS

\_\_\_\_\_

TELEPHONE

\_\_\_\_\_

SIGNATURE OF PERSON  
AUTHORIZED TO BIND OFFEROR

\_\_\_\_\_

SIGNATURE'S NAME AND TITLE

\_\_\_\_\_

DATE SIGNED

\_\_\_\_\_



**EXHIBIT C: PROPOSED AGREEMENT**

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EXHIBIT C

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 A. This Agreement shall commence January 1, 2019 and shall continue in full force and effect  
6 through December 31, 2020, ("Initial Term") unless earlier terminated or extended as provided in this  
7 Agreement.

8 B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement up to an  
9 additional twenty-four (24) months, commencing January 1, 2020 and continuing through  
10 December 31, 2022 ("First Option Term"), and thereupon require CONSULTANT to continue to provide  
11 services, and otherwise perform, in accordance with Exhibit A, entitled "Scope of Work", and at the rates  
12 set forth in Article 5, "Payment."

13 C. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement up to an  
14 additional twelve (12) months, commencing January 1, 2023 and continuing through  
15 December 31, 2024 ("Second Option Term"), and thereupon require CONSULTANT to continue to  
16 provide services, and otherwise perform, in accordance with Exhibit A, entitled "Scope of Work", and at  
17 the rates set forth in Article 5, "Payment."

18 AUTHORITY's election to extend the Agreement beyond the Initial Term shall not diminish its  
19 right to terminate the Agreement for AUTHORITY's convenience or CONSULTANT's default as provided  
20 elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extending from  
21 January 1, 2019 through December 31, 2024, which period encompasses the Initial Term, First Option  
22 Term and Second Option Term.

23 **ARTICLE 5. PAYMENT**

24 A. For CONSULTANT's full and complete performance of its obligations under this Agreement  
25 and subject to the maximum cumulative payment obligation provisions set forth in Article 6, AUTHORITY  
26 shall pay CONSULTANT on a firm-fixed price basis in accordance with the following provisions.

## EXHIBIT C

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

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

- 19 1. Agreement No. C- 8-1750;
- 20 2. Specify the effort for which payment is being requested;
- 21 3. The time period covered by the invoice;
- 22 4. Total monthly invoice (including project-to-date cumulative invoice amount);
- 23 Monthly Progress Report;
- 24 5. Certification signed by the CONSULTANT or his/her designated alternate that a)  
25 The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup  
26 information included with the invoice is true, complete and correct in all material respects; c) All payments

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

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

7 **ARTICLE 6. MAXIMUM OBLIGATION**

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

13 **ARTICLE 7. NOTICES**

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

18 To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

22 ,  
23 ATTENTION:

ATTENTION: Virginia Abadessa

Director, Contracts Administration

and Materials Management

Ph: (714) 560-5623 Fax: (714) 560-5792

Email: vabadessa@octa.net

**ARTICLE 8. INDEPENDENT CONSULTANT**

CONSULTANT's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. CONSULTANT's personnel performing services under this Agreement shall at all times be under CONSULTANT's exclusive direction and control and shall be employees of CONSULTANT and not employees of AUTHORITY. CONSULTANT 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. INSURANCE**

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

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

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

3. Workers' Compensation with limits as required by the State of California including a waiver of subrogation in favor of AUTHORITY, its officers, directors, employees or agents;

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

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

B. Proof of such coverage, in the form of an insurance company issued policy endorsement and a broker-issued insurance certificate, must be received by AUTHORITY prior to commencement of any work. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days from

EXHIBIT C

1 the effective date of this Agreement with the AUTHORITY, its officers, directors, employees and agents  
2 designated as additional insured on the general and automobile liability. Such insurance shall be primary  
3 and non-contributive to any insurance or self-insurance maintained by the AUTHORITY.

4 C. CONSULTANT shall include on the face of the Certificate of Insurance the Agreement  
5 Number C- 8-1750; and, Virginia Abadessa, Director of Contracts Administration and Materials  
6 Management.

7 D. CONSULTANT shall also include in each subcontract the stipulation that subcontractors shall  
8 maintain insurance coverage in the amounts required from CONSULTANT as provided in this Agreement.

9 E. CONSULTANT shall be required to immediately notify AUTHORITY of any modifications or  
10 cancellation of any required insurance policies.

11 **ARTICLE 10. ORDER OF PRECEDENCE**

12 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:

13 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of  
14 RFP 8-1750;(3) CONSULTANT's proposal dated \_\_\_\_\_; (4) all other documents, if any, cited  
15 herein or incorporated by reference.

16 **ARTICLE 11. CHANGES**

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

25 **ARTICLE 12. DISPUTES**

26 A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact



1 arising under this Agreement which is not disposed of by supplemental agreement shall be decided by  
2 AUTHORITY's Director, Contracts Administration and Materials Management (CAMM), who shall reduce  
3 the decision to writing and mail or otherwise furnish a copy thereof to CONSULTANT. The decision of  
4 the Director, CAMM, shall be final and conclusive.

5 B. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with  
6 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,  
7 CAMM. This Disputes clause does not preclude consideration of questions of law in connection with  
8 decisions provided for above. Nothing in this Agreement, however, shall be construed as making final  
9 the decision of any AUTHORITY official or representative on a question of law, which questions shall be  
10 settled in accordance with the laws of the State of California.

11 **ARTICLE 13. TERMINATION**

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

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

**ARTICLE 14. INDEMNIFICATION**

CONSULTANT shall indemnify, defend and hold harmless AUTHORITY, its officers, directors, employees and agents from and against any and all claims (including attorneys' 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 CONSULTANT, its officers, directors, employees, agents, subcontractors or suppliers in connection with or arising out of the performance of this Agreement.

**ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

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

**Subcontractor Name/Addresses****Subcontractor Amounts**

.00

.00

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

CONSULTANT shall provide AUTHORITY, or other agents of AUTHORITY, such access to CONSULTANT's accounting books, records, payroll documents and facilities, as AUTHORITY deems necessary. CONSULTANT shall maintain such books, records, data and documents in accordance

1 with generally accepted accounting principles and shall clearly identify and make such items readily  
2 accessible to such parties during CONSULTANT's performance hereunder and for a period of four (4)  
3 years from the date of final payment by AUTHORITY. AUTHORITY's right to audit books and records  
4 directly related to this Agreement shall also extend to all first-tier subcontractors identified in Article 15  
5 of this Agreement. CONSULTANT shall permit any of the foregoing parties to reproduce documents  
6 by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

7 **ARTICLE 17. CONFLICT OF INTEREST**

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

16 **ARTICLE 18. CODE OF CONDUCT**

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

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

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

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

26 CONSULTANT warrants that in the performance of this Agreement, it shall comply with all

1 applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and  
2 regulations promulgated thereunder.

3 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

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

11 **ARTICLE 22. PROHIBITED INTERESTS**

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

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

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

21 B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings,  
22 descriptions, and all other written information submitted to CONSULTANT in connection with the  
23 performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any  
24 purposes other than the performance under this Agreement, nor be disclosed to an entity not connected  
25 with the performance of the project. CONSULTANT shall comply with AUTHORITY's policies regarding  
26 such material. Nothing furnished to CONSULTANT, which is otherwise known to CONSULTANT or is or

## EXHIBIT C

1 becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not  
2 use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project in  
3 any professional publication, magazine, trade paper, newspaper, seminar or other medium without the  
4 express written consent of AUTHORITY.

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

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

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

23 B. CONSULTANT shall have sole control of the defense of any such claim or suit and all  
24 negotiations for settlement thereof. CONSULTANT shall not be obligated to indemnify AUTHORITY  
25 under any settlement made without CONSULTANT's consent or in the event AUTHORITY fails to  
26 cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at

CONSULTANT's expense. If the use or sale of said item is enjoined as a result of such suit or claim, CONSULTANT, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and copyright indemnity thereto.

**ARTICLE 25. FINISHED AND PRELIMINARY DATA**

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

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

**ARTICLE 26. FORCE MAJEURE**

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,

EXHIBIT C

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 27. HEALTH AND SAFETY REQUIREMENT**

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

Upon execution by both parties, this Agreement shall be made effective January 1, 2019.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C- 8-1750 to be executed on the date first above written.

**CONSULTANT**

By \_\_\_\_\_

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By \_\_\_\_\_

Darrell E. Johnson  
Chief Executive Officer

APPROVED AS TO FORM:

By \_\_\_\_\_

James M. Donich  
General Counsel

APPROVED:

By \_\_\_\_\_

Lance M. Larson  
Executive Director, External Affairs

Date \_\_\_\_\_

**EXHIBIT D: CAMPAIGN CONTRIBUTION DISCLOSURE FORM**



**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**Information Sheet**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

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

**IMPORTANT NOTICE**

**Basic Provisions of Government Code Section 84308**

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

**RFP 8-1750**  
**EXHIBIT D**

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: \_\_\_\_\_

To be completed only if campaign contributions have been made in the preceding 12 months.

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

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

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

\_\_\_\_\_

Is Contributor:

- |   |         |         |
|---|---------|---------|
| <input type="radio"/> the Prime Contractor  | Yes____ | No ____ |
| <input type="radio"/> Subcontractor   | Yes____ | No ____ |
| <input type="radio"/> Agent/Lobbyist hired by Prime<br>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.

\_\_\_\_\_

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

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

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

Date(s): \_\_\_\_\_

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

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

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

Date(s): \_\_\_\_\_

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY  
AND AFFILIATED AGENCIES**

**Board of Directors**

**Lisa A. Bartlett, Chairwoman**

**Tim Shaw, Vice Chairman**

**Laurie Davies, Director**

**Barbara Delgleize, Director**

**Andrew Do, Director**

**Lori Donchak, Director**

**Michael Hennessey, Director**

**Steve Jones, Director**

**Mark A. Murphy, Director**

**Richard Murphy, Director**

**Al Murray, Director**

**Shawn Nelson, Director**

**Miguel Pulido, Director**

**Todd Spitzer, Director**

**Michelle Steel, Director**

**Tom Tait, Director**

**Greg Winterbottom, Director**

**EXHIBIT E: STATUS OF PAST AND PRESENT CONTRACTS FORM**

**STATUS OF PAST AND PRESENT CONTRACTS FORM**

On the form provided below, 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. 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. 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.

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 Bidder confirming that the information provided is true and accurate.

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT F: 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 Safety Data Sheet (SDS) 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 obligations and contractual terms and conditions set forth in the Scope of Work 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 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:

\_\_\_\_\_  
\_\_\_\_\_  
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