

DRAFT REQUEST FOR PROPOSALS (RFP) 250342

# STATE 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

Issue Date: Monday, June 22, 2026

Pre-Proposal Conference Date: July 7, 2026

Question Submittal Date: Tuesday, July 14, 2026

Proposal Submittal Date: July 22, 2026

Interview Date: August 24, 2026

## **SECTION I. INSTRUCTIONS TO OFFERORS**

### **A. NOTICE OF REQUEST FOR PROPOSALS**



### **NOTICE OF REQUEST FOR PROPOSALS**

**(RFP): 250342 "State 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 state legislative and advocacy and consulting services during the 2027-28 legislative session, with an initial two-year term and two, two-year option terms:

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

**Proposals submitted in response to "RFP 250342" must be provided, electronically, through the [Authority's OpenGov Procurement portal](https://procurement.opengov.com/portal/octa/projects/266056), at <https://procurement.opengov.com/portal/octa/projects/266056> before the deadline of 2:00 pm Pacific Standard Time (PST) on Wednesday, July 22, 2026. Authority will not accept hard copy proposals for this RFP.**

Offerors must follow the instructions in the "Submission of Proposals" section of the RFP. The ability to complete and submit a response will expire at the submittal deadline.

Offerors are required to contact the Contract Administrator prior to the submission deadline should Offerors encounter technical issues responding to this RFP.

To receive all further information regarding this RFP, firms and subconsultants must be registered on OpenGov Procurement and following this RFP on the [Authority's public OpenGov Procurement portal](#).

A pre-proposal conference will be held via teleconference on Tuesday, July 7, 2026, at 10:30 am PST.

Prospective Offerors not attending in-person may join or call-in using the following credentials:

- Copy and Paste this link to join the meeting online:  
<https://teams.microsoft.com/meet/223870668331331?p=wa5b9H5HhtJ4knexqC>
- OR Call-in Number: (916) 550-9867
- Conference ID: 638338707#

A copy of the presentation slides and pre-proposal conference registration sheet(s) will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established August 24, 2026, as the date(s) to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

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

## **B. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held both on-site/in-person and via teleconference on Tuesday, July 7, 2026, at 10:30 am PST.

Prospective Offerors may join or call-in using the following credentials:

- Copy and Paste this link to join meeting online:
  - <https://teams.microsoft.com/meet/223870668331331?p=wa5b9H5HhtJ4knexqC>
- OR Call-in Number: (916) 550-9867
- Conference ID: 638338707#

A copy of the presentation slides and pre-proposal conference registration sheet(s) will be issued via formal addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to attend the pre-proposal conference.

## **C. 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.

## **D. 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.

## **E. AUTHORITY CONTACT**

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

Georgia Martinez  
Department Manager, Contracts and Procurement  
(714) 560-5605  
gmartinez@octa.net

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no Offeror, subcontractor, lobbyist or agent hired by the Offeror shall have any contact or communications regarding this RFP with any Authority's staff; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP.

Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any Offeror, subcontractor, lobbyist or agent hired by the Offeror that engages in such prohibited communications may result in disqualification of the Offeror at the sole discretion of the Authority.

## **F. CLARIFICATIONS**

### **1. Examination of Documents**

Should an Offeror require clarifications of this RFP, the Offeror shall submit such request for clarification or inquiry through the "Question and Answer" section of this RFP on the Authority's OpenGov Procurement portal prior to 2:00 pm PST on Tuesday, July 14, 2026. 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 issued to this RFP on the Authority's OpenGov Procurement portal.

### **2. Submitting Requests**

All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and received via the Authority's OpenGov Procurement portal before 2:00 pm PST, on Tuesday, July 14, 2026.

### **3. Authority Responses**

Responses from the Authority will be posted as a formal addendum on the OpenGov Procurement portal at <https://procurement.opengov.com/portal/octa/projects/266056>.

To receive email notification of Authority responses when they are posted on the OpenGov Procurement portal, firms and subconsultants must be registered on OpenGov and following this RFP on the Authority's portal.

## **G. SUBMISSION OF PROPOSALS**

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

Proposals must be received electronically through the Authority's OpenGov Procurement portal before 2:00 pm PST on Wednesday, July 22, 2026.

Proposals received after the above-specified date and time or submitted in any manner other than as specified above will be returned to Offerors unopened.

### **2. Acceptance of Proposals**

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to issue a new RFP for the project.

- d. The Authority reserves the right to postpone proposal openings for its own convenience.
- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
- f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.
- g. Submitted proposals are not to be copyrighted.

## **H. 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.

## **I. 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.

## **J. 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.

## **K. 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.

#### **L. CONTRACT TYPE**

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a firm-fixed price contract specifying firm-fixed prices for individual tasks specified in the Scope of Work, included in this RFP as Exhibit A. The Agreement will have a two (2)-year initial term and two, two (2)-year option terms.

#### **M. 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.

#### **N. 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.

#### **O. OWNERSHIP OF RECORDS/PUBLIC RECORDS ACT**

All proposals and documents submitted in response to this RFP shall become the property of the Authority and a matter of public record pursuant to the California Public Records Act, Government Code sections 7920.000 et seq. (the "Act"). Offerors should familiarize themselves with the provisions of the Act requiring disclosure of public information. Offerors are discouraged from marking their proposal documents as "confidential" or "proprietary."

If a Proposal does include "confidential" or "proprietary" markings and the Authority receives a request pursuant to the Act, the Authority will endeavor (but cannot guarantee) to notify the Offeror of such a request. In order to protect any information submitted within a Proposal, the Offeror must pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the confidentiality of such information. The Authority generally does not consider pricing information, subcontractor lists, or key personnel, including resumes, as being exempt from disclosure under the Act. In no event shall the Authority or any of its officers, directors, employees,

agents, representatives, or consultants be liable to an Offeror for the disclosure of any materials or information submitted in response to the RFP or by failing to notify an Offeror of a request seeking its Proposal. The Authority reserves the right to make an independent decision to disclose records and material.

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

#### **P. STATEMENT OF ECONOMIC INTERESTS**

The awarded Offeror (including designated employees and subconsultants) may be required to file Statements of Economic Interests (Form 700) in accordance with the Political Reform Act (Government Code section 81000 et seq.). This applies to individuals who make, participate in making, or act in a staff capacity for making governmental decisions. The Authority determines which individuals are required to file a Form 700, and if such determination is made, the individuals must file Form 700s with the Authority's Clerk of the Board no later than 30 days after the execution of the Agreement, annually thereafter for the duration of the Agreement, and within 30 days of termination of the Agreement.

## **SECTION II. PROPOSAL CONTENT**

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

Proposers shall comply with all OpenGov submission instructions. Proposers shall complete all required OpenGov fields, including company and contact information, within the designated OpenGov forms.

The proposal itself shall be submitted as a single, complete PDF attachment uploaded through OpenGov. The PDF shall contain all required proposal content, forms, certifications, and supporting documentation. Multiple proposal files shall not be submitted unless specifically requested by OCTA.

Information included in the proposal PDF should not be duplicated in other uploaded attachments unless expressly required. Proposers are responsible for ensuring that all proposal materials are included in the single PDF attachment at the time of submission.

For uploaded PDF documents only:

PDF documents, including charts and schedules, must be prepared legibly, providing a straightforward, concise description of Offeror's capabilities to satisfy the requirements. Formatting guidelines (8½" x 11", 12-point font, double spaced, etc.) apply to all uploaded documents. Proposals should not include any unnecessarily elaborate or promotional materials.

#### **1. Letter of Transmittal\***

The Letter of Transmittal shall 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. 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.
- d. Signature of a person authorized to bind Offeror to the terms of the proposal.
- e. Signed statement attesting that all information submitted with the proposal is true and correct.

\*Response required

#### **2. Qualifications, Related Experience and References to 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 provide:

**Requirement\***

Applicant, and designated legislative advocate(s), must be registered with the Secretary of State as an active lobbyist, and be in good standing with the Fair Political Practices Commission.

\*Response required

**Profile of Firm\***

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.

\*Response required

**Firm's Financial Condition\***

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.

\*Response required

**Firm's Experience\***

Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, including legislative advocacy and consulting services to similar organizations, including transit agencies, transportation commissions, transportation agencies, or other similar private or public entities. 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.

\*Response required

**Examples\***

Provide examples of the scope of work for your current clients and narrative examples of accomplishments in achieving the requirements identified in the respective scope of work.

\*Response required

**Current Clients\***

Provide a complete list of all current clients of the firm and of the principal for this agreement.

\*Response required

**Firm's Success\***

In not more than three pages, describe your firm's success in representing public agencies or other clients.

\*Response required

**Subcontractors\***

Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.

\*Response required

**Lobbying or Advocating Services on Behalf of Offeror\***

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.

\*Response required

**References Presently\***

Provide as a minimum three (3) references **presently** served by your firm in a capacity similar to that described in the Scope of Work. Include name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed.

\*Response required

**References Previously\***

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.

\*Response required

**Do you have a Dun & Bradstreet (DUNS) number? If so, enter it here.**

**Do you have an Unique Entity Identifier (UEI) number? If so, enter it here.**

**3. 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:

**Identify Key Personnel\***

Describe how the firm proposes to staff this engagement. Include the name of the principal, the name(s) of individuals designated to assist in this contract, and the qualifications and experience of each person named.

\*Response required

**Resumes of Key Personnel\***

Furnish brief resumes (not more than two [2] pages each) highlighting your staff's education, experience, and applicable professional credentials of proposed staff.

\*Response required

**Principal's Experience\***

Describe the principal's experience in obtaining state support and/or funding for transportation and transit projects. Describe the principal's experience in working with transportation clients and legislation and appropriations secured in the past four years. Please provide samples of projects and programs.

\*Response required

**Members of the Legislature\***

List the members of the Legislature with whom the principal and any individuals designated in item (1) have a special relationship and describe each relationship

\*Response required

**Officials\***

List the officials of state departments, agencies, boards, and commissions with whom the principal and any individuals designated in item (1) have a special relationship and describe that relationship.

\*Response required

**Principal's Relationship\***

Describe the principal's relationship with the Governor and his administration.

\*Response required

**Advocate\***

Describe specifically how the principal and/or staff are qualified and positioned to be an effective advocate on behalf of the Authority, with one or more of the following audiences: Governor and his administration, majority party of the Legislature, minority party of the Legislature, Orange County delegation, California Transportation Commission, California Department of Transportation, and Public Utilities Commission.

\*Response required

**Key Personnel Availability\***

Provide 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.

\*Response required

**4. 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:

**Approach\***

Describe the approach to representing the Authority in Sacramento. The approach to the work plan shall be of such detail to demonstrate the Offeror’s ability to accomplish the project objectives and overall schedule.

\*Response required

**Two Year Outlook\***

Briefly describe your outlook for the next two years on issues affecting the Authority at the state level.

\*Response required

**Key Advocacy Goals\***

Based upon your knowledge of the Authority, describe your recommendations of key advocacy goals for the 2027-28 and 2028-29 legislative sessions, and how your firm would assist the Authority in achieving those goals.

\*Response required

**Samples\***

Provide samples of past reports, informational materials, and written correspondence which show specific accomplishments similar to what you would expect to accomplish for the Authority.

\*Response required

**Special Issues or Problems\***

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

\*Response required

**Enhancements or Procedural/Technical Innovations to Scope of Work\***

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.

Do you have any such enhancements or innovations to propose?

Yes

No

\*Response required

When equals "Yes"

**Enhancements or Innovations\***

You have indicated that you have enhancements or procedural or technical innovations to the Scope of Work to propose. As previously stated, such enhancements or innovations must not materially deviate from the objectives or required content of the project.

\*Response required

## 5. 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.

### Exceptions or Deviations\*

Do you have any exceptions and/or deviations from the requirements of this RFP?

- Yes
- No

\*Response required

When equals "Yes"

### Exceptions or Deviations - Yes\*

Offerors shall complete the form entitled "Proposal Exceptions and/or Deviations" provided in this RFP and submit it as part of the 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.

- [Proposal Exceptions and Dev...](#)

\*Response required

## 6. Cost and Price Proposal

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

### **Price Summary Sheet\***

The Offeror shall 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 rates to complete the Scope of Work.

\*Response required

## **7. Forms**

### **Campaign Contribution Disclosure Form\***

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

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

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

Offeror is required to submit only one copy of the completed form(s) as part of its proposal and it must be included in only the original proposal.

Offeror is required to report any campaign contributions made by the prime contractor, subconsultants, lobbyists and agents after the proposal submittal date, and up to the anticipated Board of Directors selection on October 26, 2026 . The offeror shall use the campaign contribution form for any additional reporting. The forms must be submitted at least 15 calendar days prior to the Board Committee date on October 15, 2026 and sent via e-mail to the Contract Administrator.

- [Campaign Contribution Discl...](#)

\*Response required

### **Status of Past and Present Contracts Form\***

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

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

- [Status of Past and Present ...](#)

\*Response required

## **8. Submittal**

### **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.

\*Response required

### **Submittal Confirmation\***

Proposer hereby certifies that all information provided within this proposal is accurate to the best of their knowledge. Proposer acknowledges that they have examined and carefully studied all RFP and Contract Documents and any Addenda and that they have provided any necessary proof of their authority to submit a proposal on behalf of the Company/Firm Name stated on the proposal thereby committing the Company/Firm to the information contained within.

Please confirm

\*Response required

## SECTION III. EVALUATION AND AWARD

### A. EVALUATION CRITERIA

The Authority will evaluate the offers received based on the following criteria:

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<b>Qualifications of the Firm</b>  Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.	0-5 Points	25 <i>(25% of Total)</i>
2.	<b>Staffing and Project Organization</b>  Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.	0-5 Points	35 <i>(35% of Total)</i>
3.	<b>Work Plan</b>  Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation among the tasks; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.	0-5 Points	25 <i>(25% of Total)</i>
4.	<b>Cost and Price</b>  Reasonableness of the total price as well as the individual tasks; competitiveness with other offers received; adequacy of data in support of figures quoted.	0-5 Points	15 <i>(15% of Total)</i>

### 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 August 24, 2026, as the date(s) to conduct virtual interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the Legislative and Communications Committee and/or Board of Directors will ask questions related to the firm's proposal and qualifications.

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

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

### **C. AWARD**

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

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

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

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

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

### **D. NOTIFICATION OF AWARD AND DEBRIEFING**

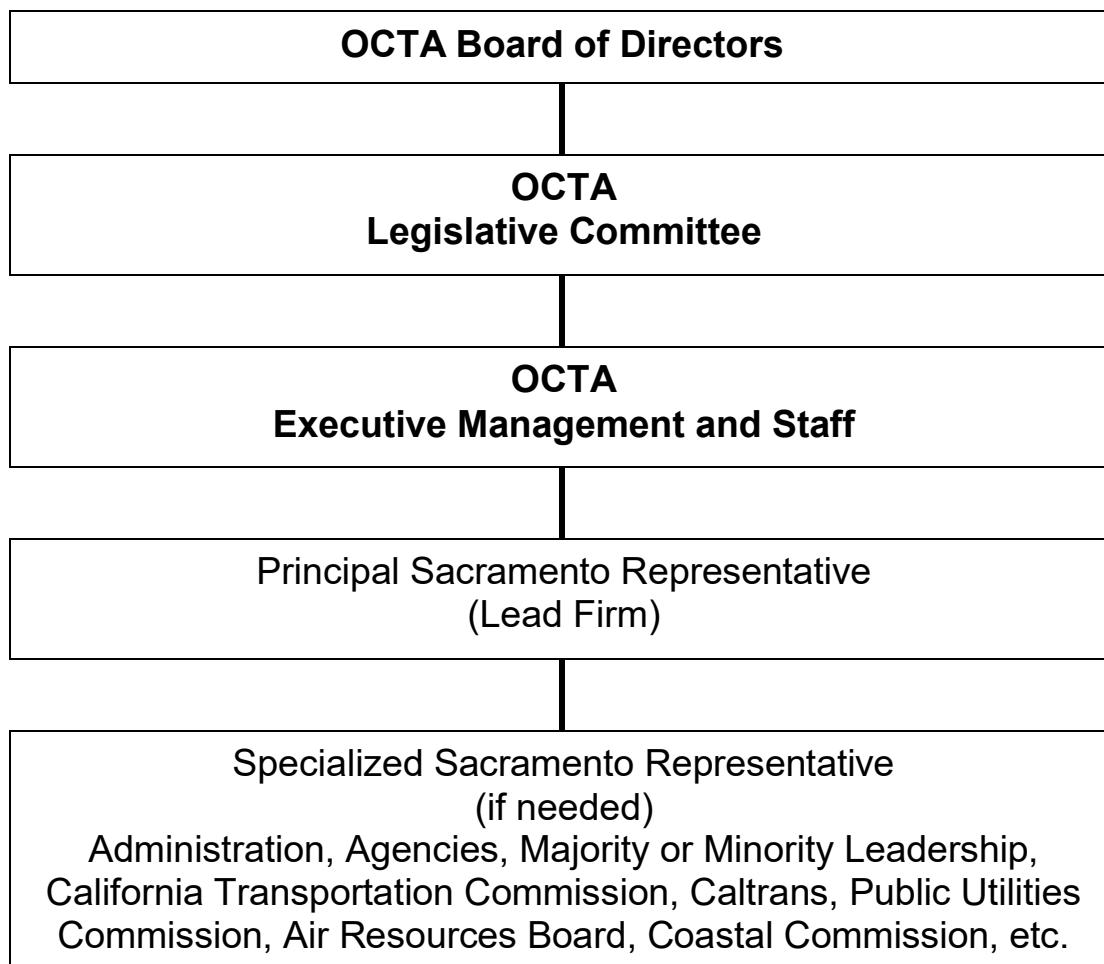
Offerors who submit a proposal in response to this RFP shall be notified via the Authority's OpenGov Procurement portal. Such notification shall be made within three (3) business days of the date the contract is awarded.

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.

**Sacramento Legislative Advocacy and Consulting  
Services  
Scope of Work**

**Reporting Relationship**

The Executive Director of Government Relations and Manager of State and Federal Relations and/or their designee(s) will be the key contacts and will coordinate the work of the CONSULTANT. The Orange County Transportation Authority (OCTA), at its sole discretion, may enter into more than one contract with additional firms with a Reporting Relationship of:



**Role of the CONSULTANT**

Under the direction of the Executive Director of Government Relations and Manager of State and Federal Relations and/or their designee(s), the CONSULTANT shall be responsible for implementing the objectives described below.

## Requirements

Applicant, and designated legislative advocate(s), must be registered with the Secretary of State as an active lobbyist, and be in good standing with the Fair Political Practices Commission.

## Objectives

**Objective 1:** Maintain regular contact with the Governor's office; members of the Legislature and committee staff; and state departments, agencies, boards, commissions, committees, and staff to determine impending changes in laws, regulations, and funding priorities that relate to the OCTA.

- Meet with members of the Governor's office and Legislature to discuss policy issues affecting OCTA.
- Meet with members and staff of state agencies on issues that could impact the programming, delivery and funding of OCTA projects and services, including the California Transportation Commission; California State Transportation Agency; California Department of Transportation; and the California Air Resources Board.
- Track and attend meetings and actions by state agencies directly impacting transportation, including those associated with the Department of Finance; California Department of Tax and Fee Administration; Office of Land Use and Climate Innovation; California State Transportation Agency, Department of Transportation; California High-Speed Rail Authority; California Highway Patrol; California Department of Motor Vehicles; California Public Utilities Commission; California Environmental Protection Agency; and California Air Resources Board

### Objective 1 Deliverable:

- Electronic reports detailing meetings with legislative and administrative offices and key issues discussed.
- Schedule meetings with members of the Legislature, Governor, and Administration.
- Attend any meetings with legislative staff, Member of the Legislature and/or members of the Administration directed by OCTA staff on key issues of importance.

**Objective 2:** Notify OCTA of anticipated, newly introduced or amended state legislation and proposed regulations, which could impact OCTA.

- Provide bill number and brief summary of introduced or amended state legislation via e-mail.
- Provide information relative to legislative hearings.
- Provide information on bills' sponsors, supporters, and opponents.
- Notify OCTA of any deadlines, and make strategic recommendations related to such.
- Advise OCTA of proposed transportation, environmental, employment, and safety related legislation and regulations which could impact OCTA and provide copies as requested.

**Objective 2 Deliverables:**

- Copies of proposed legislation and regulations as requested.
- Electronic notification of introduced bills and amendments, with summaries.
- Notification of legislative hearings.

**Objective 3:** Advocate consistent with OCTA's legislative program and positions on proposed legislation and regulations, including funding and transportation programming priorities as adopted by the Board.

- Participate in the preparation of OCTA's legislative program by informing staff of upcoming legislative proposals, budget forecasts, and potential policy issues.
- Assist in securing authors and drafting language for sponsor bills.
- Assist in drafting amendments to legislation and regulations.
- Build coalitions to support OCTA's positions on significant legislation.
- Testify on behalf of OCTA on Board-adopted positions on legislation at committee and floor hearings, as appropriate.
- Provide copies of all written correspondence, testimony, and position papers given on behalf of OCTA.
- Participate in transit and transportation lobbying coalitions.
- Analyze and prepare advice on the proposed state budget as it relates to transportation, including, but not limited to, identifying decreases/increases in existing programs, new funding sources, and strategies to enhance transportation funding for OCTA.

**Objective 3 Deliverables:**

- Copies of all written correspondence, testimony, and position papers given on behalf of OCTA.
- Participation in strategy meetings for the legislative platform, bill proposals, and coalition coordination.
- Budget analyses.

**Objective 4:** Provide written and oral reports.

- While the Legislature is in session, highlight significant transportation and related issues in Sacramento of importance to OCTA as needed.
- Submit a monthly written report of advocacy activities and accomplishments.
- As needed, present an in-person report to the Board or the Legislative Committee during a regular meeting. At least one in-person meeting should occur to develop legislative strategy.
- Once per month, participate via telephone or video conference in the Legislative Committee meeting or other designated committee of the Board.
- Maintain close contact with the Executive Director of Government Relations and/or Manager of State and Federal Relations, or their designee(s) on issues of importance, which may include scheduling of regular check-in calls.
- Provide electronic updates via e-mail to designated recipients on meetings of the Legislature, transportation issues of importance, press releases, and other issues of importance to OCTA.

**Objective 4 Deliverables:**

- Written reports highlighting significant transportation and related developments in Sacramento, as needed.
- Monthly written report of advocacy activities and accomplishments.
- As needed, oral presentations to the Board or Legislative Committee.
- As needed, an in-person legislative strategy session with Members of the Board of Directors.
- Monthly conference calls with the Legislative Committee or other designated committee.
- Electronic updates on issues of importance.

**Objective 5: Maintain Sacramento office.**

- Maintain an office in Sacramento, convenient to the State Capitol.
- Provide briefings at office prior to meetings at the Capitol.
- Have available an office for use by Board Members and staff while performing OCTA business in Sacramento.

**Objective 5 Deliverable:**

- Office in Sacramento.

**Objective 6: Provide monthly invoices of services.**

- Provide a written summary of meetings attended on behalf of OCTA.
- Provide a list of issues advocated during the month and status.

**Objective 6 Deliverable:**

- Monthly invoice that includes a written summary of meetings attended on behalf of OCTA and a list and status of the issues advocated for OCTA during the month.

**LIMITATION ON GOVERNMENTAL DECISIONS**

Nothing contained in this scope of work permits Consultant personnel to authorize or direct any actions, votes, appoint any person, obligate, or commit OCTA to any course of action or enter into any contractual agreement on behalf of OCTA. In addition, Consultant's personnel shall provide information, an opinion, or a recommendation for the purpose of affecting a decision without significant intervening substantive review by OCTA personnel, counsel, and management.

**PRICE SUMMARY SHEET**

**STATE 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, 2027 – December 31, 2028**

**Fully-Burdened Monthly Rate:**

<b>Year 1 1/1/27 – 12/31/27</b>	<b>Year 2 1/1/28 – 12/31/28</b>
\$ _____	\$ _____

**First Option Term: January 1, 2029 through December 31, 2030**

**Fully-Burdened Monthly Rate:**

<b>Year 3 1/1/29 – 12/31/29</b>	<b>Year 4 1/1/30 – 12/31/30</b>
\$ _____	\$ _____

**Second Option Term: January 1, 2031 through December 31, 2032**

**Fully-Burdened Monthly Rate:**

<b>Year 5 1/1/31 – 12/31/31</b>	<b>Year 6 1/1/32 – 12/31/32</b>
\$ _____	\$ _____



1 conditions.

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

10 **ARTICLE 2. AUTHORITY DESIGNEE**

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

13 **ARTICLE 3. SCOPE OF WORK**

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

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

20 **Names / Functions**

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

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

8 **ARTICLE 4. TERM OF AGREEMENT**

9 A. This Agreement shall commence upon the effective date of this Agreement, and shall continue in  
10 full force and effect through December 31, 2028, unless earlier terminated or extended as provided in  
11 this Agreement.

12 B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement up to an  
13 additional twenty-four (24) months, commencing January 1, 2029, and continuing through December  
14 31, 2030 (First Option Term), and thereupon require CONSULTANT to continue to provide services,  
15 and otherwise perform, in accordance with Exhibit A, entitled "Scope of Work," and at the rates set  
16 forth in Article 5, "Payment."

17 C. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement up to an  
18 additional twenty-four (24) months, commencing January 1, 2031, and continuing through December  
19 31, 2032 (Second Option Term), and thereupon require CONSULTANT to continue to provide  
20 services, and otherwise perform, in accordance with Exhibit A, entitled "Scope of Work," and at the  
21 rates set forth in Article 5, "Payment."

22 D. AUTHORITY's election to extend the Agreement beyond the Initial Term shall not diminish its right  
23 to terminate the Agreement for AUTHORITY's convenience or CONSULTANT's default as provided  
24 elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extending  
25 from commencement through December 31, 2032, which period encompasses the Initial Term, First  
26 Option Term, and Second Option Term.

1 **ARTICLE 5. PAYMENT**

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

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

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

- 25 1. Agreement No. C250342;  
26 2. Specify the effort for which payment is being requested;

- 1           3. The time period covered by the invoice;
- 2           4. Total monthly invoice (including project-to-date cumulative invoice amount);
- 3           5. Monthly Progress Report;
- 4           6. Weekly certified payroll for personnel subject to prevailing wage requirements, if
- 5           applicable;
- 6           7. Certification signed by the CONSULTANT or his/her designated alternate that a) The
- 7           invoice is a true, complete and correct statement of reimbursable costs and progress; b)
- 8           The backup information included with the invoice is true, complete and correct in all
- 9           material respects; c) All payments due and owing to subconsultants and suppliers have
- 10          been made; d) Timely payments will be made to subconsultants and suppliers from the
- 11          proceeds of the payments covered by the certification and; e) The invoice does not include
- 12          any amount which CONSULTANT intends to withhold or retain from a subconsultant or
- 13          supplier unless so identified on the invoice;
- 14          8. Any other information as agreed or requested by AUTHORITY to substantiate the validity
- 15          of an invoice.

16           **ARTICLE 6. MAXIMUM OBLIGATION**

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

22           **ARTICLE 7. NOTICES**

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

1 To CONSULTANT:

To AUTHORITY:

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

6 ATTENTION:

ATTENTION:

7 Name

Name: Georgia Martinez

8 Title:

Title: Department Manager, Procurement

9 Phone:

Phone: (714) 560-5605

10 Email:

Email: gmartinez@octa.net

11 **ARTICLE 8. INDEPENDENT CONTRACTOR**

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

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

24 **ARTICLE 9. INSURANCE**

25 A. CONSULTANT shall procure and maintain insurance coverage in full force and effect during  
26 the entire term of the Agreement. Coverage shall be full coverage and not subject to self-

1 insurance provisions. CONSULTANT shall provide the following insurance coverage:

- 2 1. Commercial General Liability, to include Products/Completed Operations, Independent  
3 Contractors', Contractual Liability, Advertising (if applicable to Scope of Work) and  
4 Personal Injury Liability, and Property Damage with a minimum limit of \$1,000,000 per  
5 occurrence, \$2,000,000 general aggregate and \$2,000,000 Products/Completed  
6 Operations aggregate;
- 7 2. Automobile Liability Insurance to include owned, hired and non-owned autos with a  
8 combined single limit of \$1,000,000 for each accident;
- 9 3. Workers' Compensation with limits as required by the State of California including a Waiver  
10 of Subrogation in favor of AUTHORITY, its officers, directors and employees; and
- 11 4. Employers' Liability with minimum limits of \$1,000,000 per accident, \$1,000,000 policy  
12 limit-disease, and \$1,000,000 policy limit employee-disease.

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

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

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

1 E. CONSULTANT shall submit required insurance certificates to AUTHORITY's insurance  
2 tracking contractor, InsureTrack. CONSULTANT shall respond directly to InsureTrack's  
3 request for updated insurance certificates and other insurance-related matters by email  
4 to [octa@instracking.com](mailto:octa@instracking.com).

5 F. CONSULTANT shall include on the face of the certificate of insurance, the following  
6 information:

- 7 1. The Agreement Number C250342 and, the Department Manager, Procurement's Name,  
8 Georgia Martinez.
- 9 2. For Certificate Holder: The Orange County Transportation Authority, its officers, directors,  
10 employers and agents, c/o InsureTrack, P.O. Box 60840 Las Vegas, NV 89160.

11 **ARTICLE 10. ORDER OF PRECEDENCE**

12 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1)  
13 the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 250342; (3)  
14 CONSULTANT's proposal dated \_\_\_\_\_; (4) all other documents, if any, cited herein or incorporated  
15 by reference.

16 **ARTICLE 11. CHANGES**

17 A. 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  
19 furnished to AUTHORITY by CONSULTANT as described in the Scope of Work. If any such  
20 work suspension or change causes an increase or decrease in the price of this Agreement or  
21 in the time required for its performance, CONSULTANT shall promptly notify AUTHORITY  
22 thereof and assert its claim for adjustment within ten (10) calendar days after the change or  
23 work suspension is ordered, and an equitable adjustment shall be negotiated. However,  
24 nothing in this clause shall excuse CONSULTANT from proceeding immediately with the  
25 Agreement as changed.

26 B. CONSULTANT shall only commence work covered by an amendment after the amendment is

1           executed by AUTHORITY.

2           **ARTICLE 12. DISPUTES**

- 3           A. Except as otherwise provided in this Agreement, when a dispute arises between  
4           CONSULTANT and AUTHORITY, the project managers shall meet to resolve the issue. If  
5           project managers do not reach a resolution, the dispute will be decided by AUTHORITY's  
6           Director of Contracts Administration and Materials Management (CAMM), who shall reduce  
7           the decision to writing and mail or otherwise furnish a copy thereof to CONSULTANT. The  
8           decision of the Director, CAMM, shall be the final and conclusive administrative decision.
- 9           B. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with the  
10          performance of this Agreement and in accordance with the decision of AUTHORITY's Director,  
11          CAMM. Nothing in this Agreement, however, shall be construed as making final the decision  
12          of any AUTHORITY official or representative on a question of law, which questions shall be  
13          settled in accordance with the laws of the State of California.

14          **ARTICLE 13. TERMINATION**

- 15          A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or part,  
16          by giving CONSULTANT written notice thereof. Upon said notice, AUTHORITY shall pay  
17          CONSULTANT its allowable costs incurred to date of termination and those allowable costs  
18          determined by AUTHORITY to be reasonably necessary to effect such  
19          termination. Thereafter, CONSULTANT shall have no further claims against AUTHORITY  
20          under this Agreement.
- 21          B. In the event either Party defaults in the performance of any of their obligations under this  
22          Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall  
23          have the option to terminate this Agreement upon thirty (30) days' prior written notice to the  
24          other Party. Upon receipt of such notice, CONSULTANT shall immediately cease work, unless  
25          the notice from AUTHORITY provides otherwise. Upon receipt of the notice from  
26          AUTHORITY, CONSULTANT shall submit an invoice for work and/or services performed prior

1 to the date of termination. AUTHORITY shall pay CONSULTANT for work and/or services  
2 satisfactorily provided to the date of termination in compliance with this  
3 Agreement. Thereafter, CONSULTANT shall have no further claims against AUTHORITY  
4 under this Agreement. AUTHORITY shall not be liable for any claim of lost profits or damages  
5 for such termination.

6 **ARTICLE 14. INDEMNIFICATION**

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

13 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

- 14 A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by  
15 CONSULTANT either voluntarily or by operation of law, nor may all or any part of this  
16 Agreement be subcontracted by CONSULTANT, without the prior written consent of  
17 AUTHORITY. Consent by AUTHORITY shall not be deemed to relieve CONSULTANT of its  
18 obligations to comply fully with all terms and conditions of this Agreement.
- 19 B. AUTHORITY hereby consents to CONSULTANT's subcontracting portions of the Scope of  
20 Work to the parties identified below for the functions described in CONSULTANT's proposal.  
21 CONSULTANT shall include in the subcontract agreement the stipulation that CONSULTANT,  
22 not AUTHORITY, is solely responsible for payment to the subcontractor for the amounts owing  
23 and that the subcontractor shall have no claim, and shall take no action, against AUTHORITY,  
24 its officers, directors, employees or sureties for nonpayment by CONSULTANT.

25 **Subcontractor Name**

**Addresses**

**Subcontractor Amounts**

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

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

11 **ARTICLE 17. CONFLICT OF INTEREST**

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

21 B. If the AUTHORITY determines that CONSULTANT, its employees, or subconsultants are  
22 subject to disclosure requirements under the Political Reform Act (Government Code section  
23 81000 et seq.), CONSULTANT and its required employees and subconsultants shall complete  
24 and file Statements of Economic Interest (Form 700) with the AUTHORITY's Clerk of the Board  
25 disclosing all required financial interests.

26 /

1 **ARTICLE 18. CODE OF CONDUCT**

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

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

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

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

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

14 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

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

22 **ARTICLE 22. PROHIBITED INTERESTS**

- 23 A. CONSULTANT covenants that, for the term of this Agreement, no director, member, officer or  
24 employee of AUTHORITY during his/her tenure in office or for one (1) year thereafter, shall  
25 have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- 26 B. No member of or delegate to, the Congress of the United States shall have any interest, direct

1 or indirect, in this Agreement or to the benefits thereof.

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

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

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

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

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

26 A. In lieu of any other warranty by AUTHORITY or CONSULTANT against patent or copyright

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

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

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

23 A. All of CONSULTANT's finished technical data, including but not limited to illustrations,  
24 photographs, tapes, software, software design documents, including without limitation source  
25 code, binary code, all media, technical documentation and user documentation, photo prints  
26 and other graphic information required to be furnished under this Agreement, shall

1 be AUTHORITY's property upon payment and shall be furnished with unlimited rights and, as  
2 such, shall be free from proprietary restriction except as elsewhere authorized in this  
3 Agreement. CONSULTANT further agrees that it shall have no interest or claim to such  
4 finished, AUTHORITY-owned, technical data; furthermore, said data is subject to the  
5 provisions of the Freedom of Information Act, 5 USC 552.

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

13 **ARTICLE 26. HEALTH AND SAFETY REQUIREMENTS**

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

17 **ARTICLE 27. LIMITATION ON GOVERNMENTAL DECISIONS**

18 CONSULTANT shall not make, participate in making, or use its position to influence any governmental  
19 decisions as defined by the Political Reform Act, Government Code section 8100 et seq., and the  
20 implementing regulations in Title 2 of the California Code of Regulations section 18110 et seq.  
21 CONSULTANT's personnel performing services under this Agreement shall not authorize or direct  
22 any actions, votes, appoint any person, obligate, or commit AUTHORITY to any course of action or  
23 enter into any contractual agreement on behalf of AUTHORITY. In addition, CONSULTANT's  
24 personnel shall not provide information, an opinion, or a recommendation for the purpose of affecting  
25 a decision without significant intervening substantive review by AUTHORITY personnel, counsel, and  
26 management.

1     **ARTICLE 28. FORCE MAJEURE**

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

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## LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

### PART I – GENERAL

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

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

#### 1.2 REGULATORY

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

## LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

- B. Substance Abuse Prevention Program  
Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- C. Heat Illness Prevention Program  
Contractor shall comply with CCR Title 8, Section, Section 3395, Heat Illness Prevention. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- D. Hazard Communication Program  
Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable chemical products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- a. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.
- E. Storm Water Pollution Prevention Plan  
The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements. The program or plan if required by scope shall be provided to the Authority's Project Manager, upon request, within 72 hours.

### 1.3 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:
1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
  2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
  3. Incidents impacting the environment, i.e. spills or releases on Authority projects or property.
  4. Outside Agency Inspections; agencies such as Cal/OSHA, DTSC, SCAQMD, State Water Resources Control Board, FTA, CPUC, EPA, USACE and similar agencies.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public

## LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

that arise from the performance of Authority contract work. An immediate verbal notice followed by an initial written incident investigation report shall be submitted to the Authority's Project Manager within 24 hours of the incident.

- C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos of the incident area, detailed description of what happened, Photos of the existing conditions and area of the injury/incident, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury, copy of Cal/OSHA 300 log of work related injuries and illnesses, the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.
- D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.
1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
  2. Serious Incident: includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.
  3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.
  4. Significant Near Miss Incident: includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

## LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

### 1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

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

### 1.5 PERSONAL PROTECTIVE EQUIPMENT

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

### 1.6 REFERENCES

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

END OF SECTION