

REQUEST FOR PROPOSALS (RFP) 4-2285

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

Issue Date:	June 24, 2024
Pre-Proposal Conference Date: (Washington D.C.)	July 16, 2024
Question Submittal Date:	July 24, 2024
Proposal Submittal Date:	August 13, 2024
Interview Date: (Washington D.C.)	September 17, 2024

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June 24, 2024

NOTICE OF REQUEST FOR PROPOSALS

(RFP): 4-2285: “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 (2)-year initial term.

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

Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of 2:00 p.m. on August 13, 2024. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.

Offerors are instructed to click the upload link, select “**RFP 4-2285**” from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

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

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

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

To receive all further information regarding this RFP 4-2285, 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-site on July 16, 2024, at 10:00 a.m. EST.

Pre-Proposal Conference Address:

600 Massachusetts Ave. NW

Suite 250

Washington, DC 20001

All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established September 17, 2024, as the date to conduct interviews. **Interviews will be held in Washington D.C.** All prospective Offerors will be asked to keep this date available.

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

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

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

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on-site on July 16, 2024, at 10:00 a.m. EST.

Pre-Proposal Conference Address:

600 Massachusetts Ave. NW
Suite 250
Washington, DC 20001

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:

Georgia Martinez
Department Manager, Contracts and Procurement
Contracts Administration and Materials Management Department
Phone: 714.560. 5605
Email: 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.

E. CLARIFICATIONS

1. Examination of Documents

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

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and **received via e-mail at gmartinez@octa.net no later than 5:00 p.m., on July 24, 2024.**
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions RFP 4-2285" in the subject line of the e-mail. The Authority is not responsible for failure to respond to a request that has not been labeled as such.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than July 29, 2024. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via email.

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

Category:
Professional Services

Commodity:
Government Relation Services
Legislative Advocacy Services -
Federal

Inquiries received after 5:00 p.m. on July 24, 2024 will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of **2:00 p.m. on August 13, 2024. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.**

Offerors are instructed to click the upload link, select “**RFP 4-2285**” from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

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

2. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to issue a new RFP for the project.
- d. The Authority reserves the right to postpone proposal openings for its own convenience.
- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
- f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.
- g. Submitted proposals are not to be copyrighted.

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

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

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be 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, 2025, 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.

N. OWNERSHIP OF RECORDS/PUBLIC RECORDS ACT

All proposals and documents submitted in response to this RFP shall become the property of the Authority and a matter of public record pursuant to the California Public Records Act, Government Code sections 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 a Offeror for the disclosure of any materials or information submitted in response to the RFP or by failing to notify a Offeror of a request seeking its Proposal. The Authority reserves the right to make an independent decision to disclose records and material.

Notwithstanding the above, all information regarding proposal responses will be held as confidential until such time as the evaluation has been completed; an

award has been made by the Board of Directors or Authority Staff, as appropriate; and the contract has been fully negotiated.

O. 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 thirty (30) days after the execution of the Agreement, annually thereafter for the duration of the Agreement, and within thirty (30) days of termination of the Agreement.

SECTION II: PROPOSAL CONTENT

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A. PROPOSAL FORMAT AND CONTENT

1. Format

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

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Georgia Martinez, Department Manager, Contracts and Procurement 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 (3) 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 five (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) Identify current clients that you represent on any 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

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 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 experience in working with transportation clients to secure policy and appropriations asks before Congress over 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 your experience, briefly describe your outlook for the next four (4) 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 119th Congress, and how your firm would assist the 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 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 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.

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. The offeror shall use the campaign contribution form for any additional reporting. The forms must be submitted at least fifteen (15) calendar days prior to the Board Committee date on November 21, 2024 and sent via e-mail to the Department Manager, Contracts and Procurement.

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 (1) copy of the completed form(s) as part of its proposal.

3. Proposal Exceptions and/or Deviations Form

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

SECTION III: EVALUATION AND AWARD

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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, 2024, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

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

At the conclusion of the evaluation process, the evaluation committee will recommend to the 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 recommendation to the Board of Directors for final action.

C. AWARD

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

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

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

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

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

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

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

EXHIBIT A: SCOPE OF WORK

**SCOPE OF WORK
FEDERAL LEGISLATIVE ADVOCACY AND CONSULTING SERVICES**

I. General

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

1. Secure a stable and reliable long term surface transportation reauthorization bill, and annual appropriations bills in accordance with current Legislative Platform and Board of Directors (Board)-approved project and program requests.
2. Advocate at the Congressional and Executive Branch levels for federal funding for OCTA projects and programs, including Community Project Funding (CPF) and Congressionally Directed Spending (CDS).
3. Advocate on behalf of OCTA's position on Southern California regional issues in Washington DC, including the 2028 Olympics, air quality mandates, regional goods movement and rail.
4. Seek to maximize funding for all OCTA modal programs in the next surface transportation reauthorization bill, seeking to protect OCTA's discretion in the use and programming of federal funds and maximizing funding on a formula basis.
5. Seek to streamline and accelerate the delivery of federally funded projects, mitigating any impacts from federal regulatory requirements.
6. Advocate for funding of compliance costs for any new federally mandated requirements.
7. Advocate for federal intercity passenger rail funding and permit streamlining for the San Luis Obispo-Los Angeles-San Diego (LOSSAN) corridor, including recommendations for the future protection of the corridor.

II. Coalition Activities

OCTA expects the federal legislative advocate(s) to 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 including bus transit, rail transit, highway, intelligent transportation systems projects, and any other projects and programs

which may be appropriate to achieve OCTA mobility goals. This can include identifying funding options, informing funding guidance, obtaining support letters and submitting applications for CPF and CDS requests.

1.2 Recommend appropriate activities for OCTA Board members and OCTA staff at various stages of the legislative process.

1.3 Provide general political and advocacy advice to the 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 Working with OCTA, develop positions and tactics which implement OCTA's strategy objectives regarding the upcoming reauthorization of the surface transportation program.

2.3 Provide information and advice regarding upcoming congressional 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, recommending opportunities to highlight OCTA programs and projects. Represent OCTA before committee members and staff, 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 and/or OCTA staff 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 Members of Congress 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 Members of Congress 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**

OCTA expects the federal legislative advocates to continuously coordinate with OCTA Board, Chief Executive Officer and staff.

1. Administrative Coordination

- 1.1 Coordinate all activities with the OCTA State and Federal Relations Manager and Executive Director, Government Relations as appropriate.
- 1.2 Coordinate with members of the OCTA Board, as appropriate.

- 1.3 Coordinate with other OCTA consultants, as appropriate.
- 2. Administrative Reporting and Conferencing
 - 2.1 Preparation of Materials, Conference Calls, Oral Reports, Written Reports, and Additional Assignments.
 - 2.2 Participate via teleconferencing with the OCTA's Manager of State 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 (4) 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.



Adopted on November 27, 2023

FEDERAL LEGISLATIVE PLATFORM 2023-24





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) 2022-23 is balanced at \$1.7 billion.
- Countywide bus system that spans 34 cities and seven congressional districts with 419 vehicles.
- Among the top 30 busiest bus transit operations in the nation, providing more than 31 million rides annually.
- Countywide paratransit service for people with disabilities with 248 buses and approximately 833,000 trips and 972,000 boardings in FY 22-23.
- Three Metrolink commuter-rail lines with nearly 7,000 boardings each weekday.
- OCTA owns the Los Angeles-San Diego-San Luis Obispo 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 \$14.8 billion in new funding for freeway, regional/local streets and roads, and transit improvements until 2041.
- Owner and operator of the 91 Express Lanes with nearly 20 million vehicle trips in FY 2022-23. Owner and operator of the recently opened 405 Express Lanes.
- Oversight of Orange County's major investment studies and management of the planning for all future transportation infrastructure improvements in the county.

2024 BOARD OF DIRECTORS

Ashleigh Aitken
City Member

Valerie Amezcua
City Member

Doug Chaffee
Supervisor

Andrew Do
Supervisor

Jon Dumitru
City Member

Jamey Federico
City Member

Katrina Foley
Supervisor

Patrick Harper
City Member

Michael Hennessey
Public Member

Gene Hernandez
City Member

Fred Jung
City Member

Farrah N. Khan
City Member

Stephanie Klopfenstein
City Member

Tam Nguyen
Public Member

Vicente Sarmiento
Supervisor

John Stephens
City Member

Donald P. Wagner
Supervisor

Vacant
Caltrans District 12

EXECUTIVE OFFICE

Darrell E. Johnson
Chief Executive Officer

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With over three million residents, Orange County is the third most populous county in California and the sixth most populous county in the nation. Orange County is one of the most densely populated areas in the country and is served by one of the nation's busiest transit systems. In addition, Orange County provides highway and rail corridors that facilitate the increasing level of international trade entering the Southern California ports.

The 2023-24 Federal Legislative Platform serves as a framework document to guide the Orange County Transportation Authority's (OCTA) statutory, regulatory, and administrative goals and objectives in Washington, D.C. The Key Policy Issues section offers guidance on the policy issues that will likely be the focus of the 118th Congress, and the later sections present guiding policy statements for the other major issues that may arise. Positions on individual items not directly addressed in this document will be brought to the OCTA Board of Directors for formal action.

Key Policy Issues in the 118th Congress

A number of significant transportation issues will be discussed in the 118th Congress. OCTA will focus its advocacy efforts on the following principles:

- a) Support transportation funding investments and policy flexibilities that allow OCTA to provide essential, multimodal mobility improvements, and services in order to meet the mobility needs of Orange County;
- b) Request annual appropriations at least consistent with authorized funding levels and advanced appropriations provided in the Infrastructure Investment and Jobs Act (IIJA) are maintained in order to meet our county's critical infrastructure needs;
- c) Encourage policies and guidance that incentivize public transit ridership;
- d) Support equitable policies to ensure that the inclusive public engagement, planning, and delivery of mobility improvements best serves all the residents of Orange County;
- e) Seek responsible revenue solutions to fund future transportation projects without adversely affecting an agency's ability to provide services;

- f) Advocate for full funding of transportation programs without placing new limitations or conditions on the distribution of funds that would impede the delivery of infrastructure projects;
- g) Advocate for transit and transportation agencies to be eligible for transportation funding programs under the Inflation Reduction Act;
- h) Ensure that Highway Trust Fund (HTF) revenues continue to be used for transit expenditures;
- i) Ensure that air quality determinations and policies do not constrain funding availability or otherwise undermine OCTA's ability to deliver transportation improvements;
- j) Seek support for adaptation and resiliency efforts related to environment for critical transportation infrastructure;
- k) Seek funding and other solutions, such as permit streamlining, to support adaptation and resiliency efforts throughout the rail corridor;
- l) Seek support, funding, and project streamlining to manage and address sea level rise, beach erosion, landslides, and other environmental impacts along the rail corridor;
- m) Encourage federal leadership, in conjunction with state and local collaboration, in developing long-term studies related to potential track relocation in the Los Angeles – San Diego – San Luis Obispo (LOSSAN) rail corridor;
- n) Support the authority to secure direct funding for Orange County projects;
- o) Support efforts to preserve local flexibility in the administration of toll lanes and use of toll revenues;
- p) Support efforts to ensure local control is maintained in policy decisions made by local transportation agency boards in delivering, funding, and operating transportation programs and projects.

I. TRANSPORTATION FUNDING

Current federal law does not require the appropriation of authorized HTF dollars. Therefore, the annual appropriations process will continue to play an important role in funding OCTA's programs and projects. OCTA

will continue to advocate for the largest possible amount and share of appropriations funding to ensure adequate resources to meet the infrastructure needs of Orange County.

OCTA will continue to aggressively pursue discretionary funding for transportation projects within the statutory and regulatory requirements of funding programs and the current funding status of OCTA's capital program. Other funding priorities for OCTA include:

- a) Support sustainable transportation funding levels that allow OCTA to continue to improve mobility in and around Orange County;
- b) Oppose efforts to redirect, reduce, or eliminate existing transportation funding programs;
- c) Support funding for the Capital Investment Grants program to allow for an expansion of bus and rail transit projects;
- d) Ensure that federal funding is available for capital purposes to the extent not needed for direct operating costs;
- e) Support funding, with increased flexibility, for safety and security grant programs in order to protect Orange County's transportation system, including highways, transit operations and facilities, rail lines, and related software systems;
- f) Support funding for regional and intercity passenger rail corridors in California;
- g) Support funding to develop training information programs to instruct on the use of new technology and address workforce needs at transit and transportation agencies;
- h) Seek to ensure OCTA's projects and programs related to the 2028 Olympic and Paralympic Games in Los Angeles are eligible for any related funding incentives and project delivery tools;
- i) Support efforts to reinstate the state suballocation process regarding the distribution of federal formula funding;
- j) Support funding and incentives to develop free- or reduced-fare transit programs without impacting existing programs or creating unfunded mandates.

II. IIJA IMPLEMENTATION

The IIJA (Pub. L. No. 1147-58) authorized over \$567 billion over five years for programs. With the IIJA as law, OCTA will focus much of its advocacy efforts in the 118th Congress on implementation efforts that allow state and local government agencies to move forward with a federal partner on critical transportation projects. As such, OCTA will advocate for the following policies:

- a) Support the greatest possible share of funding for California and OCTA, focusing on increasing formula funds;
- b) Support increased flexibility in transportation funding programs to promote greater local decision-making in the planning process;
- c) Ensure a long-term partnership with the federal government that helps OCTA address capital and operating revenue shortfalls;
- d) Oppose unfunded federal mandates that further reduce the resources of state and local transportation agencies;
- e) Oppose policies that undermine or limit local control over land use decisions;
- f) Ensure fair suballocations of funding to account for additional costs, increased administrative responsibilities, and the potential for increased liabilities to which the agency may be subject;
- g) Oppose limitations or other arbitrary conditions on discretionary transportation grant programs that prevent an equitable distribution of transportation resources;
- h) Support policies to encourage the safe development, demonstration, deployment, and operation of connected and automated vehicle technologies;
- i) Oppose rescissions or other arbitrary funding cuts to transportation programs;
- j) Support policies that encourage ridesharing, teleworking, vanpool and related congestion relief programs for Orange County commuters;
- k) Oppose any effort to further reduce transportation funding for OCTA or California, advocating for a fair and equitable share.

III. TRANSPORTATION PLANNING AND PROGRAMMING

In the 118th Congress, OCTA will continue to support the implementation of the IIJA while finding ways to complement the programs and provisions authorized under federal law. During this time, OCTA will advocate for the following issues:

- a) Pursue continued eligibility of Congestion Mitigation Air Quality program funding for three-to-five years of operating expenses associated with any fixed-guideway or eligible bus projects;
- b) Support expanded use of alternative delivery methods for federally-funded transportation projects;
- c) Support environmental process improvements and stewardship efforts by the relevant federal agencies to expedite project delivery and accelerate the creation of jobs;
- d) Support expedited review and payments to local agencies and their contractors for project development, right-of-way acquisition, and construction activities;
- e) Support efforts to authorize, fund, and streamline the delivery of bicycle and pedestrian projects in Orange County;
- f) Advocate for policies to encourage, when possible, a "complete streets" approach to multimodal project planning in order to expedite project delivery;
- g) Support shifting the approval of Regional Transportation Plan amendments involving Transportation Control Measures from the Environmental Protection Agency back to the Federal Highway Administration while allowing for an adequate consultation process;
- h) Support 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 resulting from Section 166 of the Federal Highway Act or any similar policy regulating degradation of HOV lanes;
- i) Encourage cooperation between local, state, and federal partners to mitigate or eliminate any policy that places burdensome requirements on operators related to degradation of facilities and performance;
- j) Support streamlining and greater flexibility of Federal Buy America requirements including increased clarification on market availability and technical feasibility of the Build America, Buy America Act requirements created in the IIJA to prevent any unintended disruption to projects and programs;
- k) Support efforts to clarify roles and responsibilities related to toll enforcement policies to allow for interoperability between toll facilities while affirming user privacy;
- l) Encourage policies on the planning, delivery, and operation of tolling projects that are aligned with the flexibility provided in California State law.

IV. FISCAL REFORMS AND ISSUES

Several legislative and regulatory proposals would have economic impacts, both positive and negative, affecting the delivery of transportation infrastructure projects that create jobs and spur further business development in Orange County. Regarding these developments, OCTA will:

- a) Oppose policies that would divert revenues generated by locally-approved sales taxes to programs and projects that are not included in the sales tax ordinance;
- b) Support removing barriers to the release of transportation funding, including allowing local agencies to advance projects with local funds in order to limit lengthy amendment processes that delay project delivery;
- c) Support expansion, streamlining, and further development of innovative project finance methods, including the Transportation Infrastructure Finance and Innovation Act loan program;
- d) Support fiscally-sound proposals to adequately address the HTF's structural deficit, including initiatives to address the impact of low- and zero-emission vehicles on transportation funding;

- e) Support the equitable collection and distribution of sales tax revenue from out-of-state, online retailers (*South Dakota v. Wayfair, Inc.*);
- f) Support tax policies that reduce costs or provide additional flexibility in OCTA's financial and operational activities;
- g) Support policies that expedite the delivery of transportation improvements or the development of business opportunities in order to create jobs and economic activity in Southern California;
- h) Support a stable source of proposed future revenues that provides adequate resources for future transportation needs;
- i) Oppose subjecting public transportation providers to gas tax liability or other fees that increase operating costs;
- j) Support efforts to ensure that all users of the national transportation system pay their "fair share" to maintain and improve the system;
- k) Support additional funding flexibility to facilitate the use of alternative mobility providers.

V. RAIL PROGRAMS

Metrolink is Southern California's commuter rail system that links residential communities to employment and activity centers. Orange County is served by three Metrolink lines: the Orange County Line, the Inland Empire-Orange County Line, and the 91/Perris Valley Line. OCTA owns 48 miles of rail right-of-way in Orange County on which Metrolink operates. OCTA's rail capital budget supports improvements to the regional commuter rail system in Orange County, and under existing policy, OCTA is the primary construction lead on major capital improvements to the regional commuter rail system on its right-of-way.

In addition to Metrolink services, Orange County is also served by the state-supported Pacific Surfliner intercity passenger rail service traveling between San Luis Obispo and San Diego. The Pacific Surfliner is operated by Amtrak and managed by the LOSSAN Agency. OCTA has served as the managing agency for the LOSSAN Agency since 2013 and assumed full administrative and management responsibility for Pacific Surfliner service in June 2015 via 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.

Other rail systems could also travel through Orange County at some point in the future, including additional intercity rail service. OCTA will continue to monitor the development of additional service to ensure that it does not adversely affect other transportation funding sources. Other rail policy priorities include the following:

- a) Support funding for rail safety programs, including funding for operation and maintenance of Positive Train Control (PTC) safety technology and other safety enhancements;
- b) Support efforts to ensure that any alternative safety technology is interoperable with, and contains the same safety benefits as, the PTC system implemented on passenger rail corridors in Southern California;
- c) Support the availability of technical resources, such as wireless spectrum, to fully implement rail safety technology;
- d) Oppose increasing the current rail passenger liability cap and work with regional partners to ensure that any changes to the cap take into account the limited resources of passenger rail providers.

VI. GOODS MOVEMENT

The twin Ports of Los Angeles and Long Beach are considered "America's Gateway" and the nation's busiest ports. The maintenance, improvement, and modernization 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 responsive to the consumer needs of Southern California. The need for the Southern California region to remain competitive is further underscored by the expansion and modernization efforts of foreign competitors. Even though the IJA continued to provide funding for goods movement projects and programs, revenue streams remain insufficient to fund the projects needed to offset the costs of moving these goods considering the many years of underinvestment. 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) Ensure that the benefits of newly-funded projects also take into account mitigation factors to impacted communities;
- c) Support a collaborative approach, including engaging with private sector partners, in developing and implementing the needed sustainable goods movement infrastructure programs and projects;
- d) Support regionally-significant grade separation projects that improve the flow of goods and people throughout Southern California;
- e) Support local control of goods movement infrastructure and freight mobility projects;
- f) Support additional funding and policy reforms to aid in expediting transportation projects to address supply chain concerns;
- g) Ensure eligibility for funding and programs is available to all transportation modes that benefit regional goods movement.

VII. 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 Orange County's transportation system. OCTA will pursue the following priorities to ensure that the agency's safety, security, and emergency preparedness needs are met:

- a) Support increased funding for training, increased surveillance, and emergency preparedness improvements with adequate flexibility to ensure that local agencies can effectively use the resources to ensure a more resilient transportation system;
- b) Support a funding distribution that considers all risk threats, including natural disasters, acts of terrorism, and other man-made disasters, as estimated by the Department of Homeland Security, in cooperation with state and local officials;

- c) Support programs that facilitate cooperation with security and emergency preparedness officials to refine and improve information exchange protocols, emergency preparedness systems, and regional data coordination;
- d) Support efforts to provide funding incentives and policy flexibility to facilitate programs to provide safe working conditions for coach operators and transit personnel;
- e) Support efforts to provide sufficient funding for transit agencies to implement physical security, mandated employee screenings, and cybersecurity directives while also incorporating transit agency technical expertise in developing regulatory guidelines and procedures.

VIII. ENVIRONMENTAL AND ENERGY ISSUES

Federal environmental policies affecting OCTA include the National Environmental Protection Act, the Clean Air Act, the Clean Water Act, and the Endangered Species Act. Therefore, policies to further develop environmental and energy-efficient goals will likely have an impact on OCTA's operations. With such proposals in mind, OCTA will:

- a) Seek opportunities to expedite and improve the efficiency of the environmental process without impairing substantive environmental requirements;
- b) Seek funding to meet state and local environmental quality requirements, including requirements for zero-emission buses, alternative fueling stations, and future greenhouse gas reduction requirements;
- c) Support the continuation and expansion of tax incentives for using compressed natural gas, hydrogen, and other zero-emission transit fuels;
- d) Monitor proposals 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;
- e) Support expedited review for project development, right-of-way acquisition, and construction activities;

- f) Ensure adequate flexibility in the application of resiliency, natural infrastructure, or other climate-related policies to the delivery of mobility improvements, as opposed to mandates that would constrain transportation resources;
- g) Monitor policies regarding zero-emission transit fuels to ensure they remain technology neutral.

IX. REGULATORY REQUIREMENTS

OCTA must also monitor several other administrative requirements, including new and expanded regulatory definitions that may affect the agency's operations. As such, OCTA will:

- a) Support expedited and improved federal reporting and monitoring requirements to ensure efficiency and usefulness of data while also eliminating redundant state and federal requirements;
- b) Oppose regulatory proposals that unreasonably subject OCTA to burdensome bureaucratic requirements or increase operational costs, making it harder to deliver projects and improve mobility in Orange County;
- c) Oppose policies adversely affecting the agency's ability to effectively address labor relations, employee rights, benefits, and working conditions, such as health, safety, and ergonomic standards;
- d) Oppose policies that limit state or local pension benefit reforms;
- e) Support a collaborative approach to understanding the capital infrastructure and operational needs of local and state transportation agencies, as well as those of private sector partners, in the testing and deployment of autonomous vehicles and related technologies.



GOVERNMENT RELATIONS CONTACTS

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OCTA AFFILIATED AGENCIES

Orange County Transit District

Local Transportation Authority

Service Authority for
Freeway Emergencies

Consolidated Transportation
Service Agency

Congestion Management Agency

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, 2025 – December 31, 2026

Fully-Burdened Monthly Rate:

Year 1 1/1/25 – 12/31/25	Year 2 1/1/26 – 12/31/26
\$ _____	\$ _____

First Option Term: January 1, 2027 through December 31, 2028

Fully-Burdened Monthly Rate:

Year 3 1/1/27 – 12/31/27	Year 4 1/1/28 – 12/31/28
\$ _____	\$ _____

Second Option Term: January 1, 2029 through December 31, 2030

Fully-Burdened Monthly Rate:

Year 5 1/1/29 – 12/31/29	Year 6 1/1/30 – 12/31/30
\$ _____	\$ _____

1. I acknowledge receipt of RFP 4-2285 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

1 **PROPOSED AGREEMENT NO. C- 4-2285**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5
6 **THIS AGREEMENT** is effective this ____ day of _____, 2024 ("Effective
7 Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box
8 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred
9 to as "AUTHORITY"), and , , , , (hereinafter referred to as "CONSULTANT").

10 **WITNESSETH:**

11 **WHEREAS**, AUTHORITY requires assistance from CONSULTANT to provide Federal
12 Legislative Advocacy and Consulting Services; and

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

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

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

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

19 **ARTICLE 1. COMPLETE AGREEMENT**

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

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

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

EXHIBIT C

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, 2025, and shall continue in full force and effect
6 through December 31, 2026, unless earlier terminated or extended as provided in this Agreement.

7 B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement for an
8 additional twenty-four (24) months, commencing January 1, 2027, and continuing through
9 December 31, 2028 ("First Option Term"), and thereupon require CONSULTANT to continue to provide
10 services, and otherwise perform, in accordance with Exhibit A and at the amounts or rates set forth in
11 Article 5, "Payment."

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

17 D. AUTHORITY Y's election to extend this Agreement beyond the Initial Term shall not diminish
18 its right to terminate the Agreement for AUTHORITY's convenience or CONSULTANT's default as
19 provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period
20 extending from January 1, 2025 through December 31, 2030, which period encompasses the Initial Term,
21 First Option Term, and Second Option Term.

22 **ARTICLE 5. PAYMENT**

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

26 B. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to

EXHIBIT C

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

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

- 18 1. Agreement No. C- 4-2285;
- 19 2. Specify the effort for which payment is being requested;
- 20 3. The time period covered by the invoice;
- 21 4. Total monthly invoice (including project-to-date cumulative invoice amount);
- 22 5. Monthly Progress Report;
- 23 6. Certification signed by the CONSULTANT or his/her designated alternate that a)

24 The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup
25 information included with the invoice is true, complete and correct in all material respects; c) All payments
26 due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to

EXHIBIT C

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

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

ARTICLE 6. MAXIMUM OBLIGATION

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

ARTICLE 7. NOTICES

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

To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Georgia Martinez

Title:

Title: Department Manager, Contracts
and Procurement

Phone:

Phone: (714) 560 - 5605

Email:

Email: gmartinez@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

A. 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.

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

ARTICLE 9. INSURANCE

A. CONSULTANT shall procure and maintain insurance coverage in full force and effect during the entire term of the 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 per occurrence, \$2,000,000 general aggregate and \$2,000,000 Products/Completed Operations aggregate;

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

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

EXHIBIT C

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

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

12 C. CONSULTANT shall include on the face of the certificate of insurance the Agreement Number
13 C- 4-2285 and, Georgia Martinez, Department Manager, Contracts and Procurement.

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

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

20 **ARTICLE 10. ORDER OF PRECEDENCE**

21 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:
22 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 4-2285; (3)
23 CONSULTANT's proposal dated _____; (4) all other documents, if any, cited herein or incorporated by
24 reference.

25 **ARTICLE 11. CHANGES**

26 By written notice or order, AUTHORITY may, from time to time, order work suspension and/or

1 make changes in the general scope of this Agreement, including, but not limited to, the services furnished
2 to AUTHORITY by CONSULTANT as described in the Scope of Work. If any such work suspension or
3 change causes an increase or decrease in the price of this Agreement, or in the time required for its
4 performance, CONSULTANT shall promptly notify AUTHORITY thereof and assert its claim for
5 adjustment within ten (10) calendar days after the change or work suspension is ordered, and an
6 equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONSULTANT
7 from proceeding immediately with the Agreement as changed.

8 **ARTICLE 12. DISPUTES**

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

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

20 **ARTICLE 13. TERMINATION**

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

26 B. In the event either Party defaults in the performance of any of their obligations under this

EXHIBIT C

1 Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the
2 option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Upon
3 receipt of such notice, CONSULTANT shall immediately cease work, unless the notice from AUTHORITY
4 provides otherwise. Upon receipt of the notice from AUTHORITY, CONSULTANT shall submit an invoice
5 for work and/or services performed prior to the date of termination. AUTHORITY shall pay
6 CONSULTANT for work and/or services satisfactorily provided to the date of termination in compliance
7 with this Agreement. Thereafter, CONSULTANT shall have no further claims against AUTHORITY under
8 this Agreement. AUTHORITY shall not be liable for any claim of lost profits or damages for such
9 termination.

10 **ARTICLE 14. INDEMNIFICATION**

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

18 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

24 B. AUTHORITY hereby consents to CONSULTANT's subcontracting portions of the Scope of
25 Work to the parties identified below for the functions described in CONSULTANT's proposal.
26 CONSULTANT shall include in the subcontract agreement the stipulation that CONSULTANT, not

EXHIBIT C

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

ARTICLE 17. CONFLICT OF INTEREST

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

B. If AUTHORITY determines that CONSULTANT, its employees, or subconsultants are subject

1 to disclosure requirements under the Political Reform Act (Government Code section 81000 et seq.),
2 CONSULTANT and its required employees and subconsultants shall complete and file Statements of
3 Economic Interest (Form 700) with AUTHORITY's Clerk of the Board disclosing all required financial
4 interests.

5 **ARTICLE 18. CODE OF CONDUCT**

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

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

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

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

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

18 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

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

26 /

ARTICLE 22. PROHIBITED INTERESTS

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

ARTICLE 23. OWNERSHIP OF REPORTS AND DOCUMENTS

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

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

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

/

ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT

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

B. CONSULTANT shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. CONSULTANT shall not be obligated to indemnify AUTHORITY under any settlement made without CONSULTANT's consent or in the event AUTHORITY fails to 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

EXHIBIT C

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

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

ARTICLE 26. HEALTH AND SAFETY REQUIREMENT

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

ARTICLE 27. LIMITATION ON GOVERNMENTAL DECISIONS

15
16 CONSULTANT shall not make, participate in making, or use its position to influence any
17 governmental decisions as defined by the Political Reform Act, Government Code section 8100 et seq.,
18 and the implementing regulations in Title 2 of the California Code of Regulations section 18110 et seq.
19 CONSULTANT's personnel performing services under this Agreement shall not authorize or direct any
20 actions, votes, appoint any person, obligate, or commit AUTHORITY to any course of action or enter into
21 any contractual agreement on behalf of AUTHORITY. In addition, CONSULTANT's personnel shall not
22 provide information, an opinion, or a recommendation for the purpose of affecting a decision without
23 significant intervening substantive review by AUTHORITY personnel, counsel, and management.

ARTICLE 28. FORCE MAJEURE

24
25 Either party shall be excused from performing its obligations under this Agreement during the time
26 and to the extent that it is prevented from performing by an unforeseeable cause beyond its control,

EXHIBIT C

1 including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products,
2 plants or facilities by the federal, state or local government; national fuel shortage; or a material act or
3 omission by the other party; when satisfactory evidence of such cause is presented to the other party,
4 and provided further that such nonperformance is unforeseeable, beyond the control and is not due to
5 the fault or negligence of the party not performing.

6 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C- 4-2285 to be
7 executed as of the date of the last signature below.

8 **CONSULTANT**

9 By: _____

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

Darrell E. Johnson
Chief Executive Officer

12 **APPROVED AS TO FORM:**

14 By: _____

James M. Donich
General Counsel

18 **APPROVED:**

20 By: _____

Lance M. Larson
Executive Director, Government Relations

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM

STATUS OF PAST AND PRESENT CONTRACTS FORM

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

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

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

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

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

Name

Signature

Title

Date

EXHIBIT E: CAMPAIGN CONTRIBUTIONS 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.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and California Code of Regulations, Title 2 Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

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

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

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

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

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

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

Print Firm Name

Print Name of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Tam Nguyen, Chair
Doug Chaffee, Vice Chair
Ashleigh Aiken, Director
Valerie Amezcua, Director
Andrew Do, Director
Jon Dumitru, Director
Jamey Federico, Director
Katrina Foley, Director
Patrick Harper, Director
Michael Hennessey, Director
Fred Jung, Director
Farrah Khan, Director
Stephanie Klopfenstein, Director
Vicente Sarmiento, Director
John Stephens, Director
Mark Tettermer, Director
Donald Wagner, Director

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 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,

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

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

B. Substance Abuse Prevention Program

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

C. Heat Illness Prevention Program

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

D. Hazard Communication Program

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

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

E. Storm Water Pollution Prevention Plan

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

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

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

1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
3. Incidents impacting the environment, i.e. spills or releases on Authority projects or property.

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

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

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.
4. Significant Near Miss Incident: includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

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

1.5 PERSONAL PROTECTIVE EQUIPMENT

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

1.6 REFERENCES

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

END OF SECTION

EXHIBIT G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

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

Offeror:_____

RFP No.:_____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

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

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

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only: