

REQUEST FOR PROPOSALS (RFP) 0-1602

FEDERAL LEGISLATIVE ADVOCACY AND CONSULTING SERVICES

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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 16, 2010
Pre-Proposal Conference Date:	July 13, 2010
Question Submittal Date:	July 16, 2010
Proposal Submittal Date:	August 6, 2010
Interview Date:	
Washington, D.C.	September 13 – 17, 2010
Orange County	October 21, 2010
Board of Directors	November 8, 2010

- Name of Firm
- Address
- Contact Person
- Telephone and Facsimile Number
- Request For Proposal (RFP) 0-1602

All firms interested in doing business with the Authority are required to register their business on-line at CAMM NET, the Authority's interactive website. The website can be found at www.octa.net. From the site menu, click on CAMM NET to register.

To receive all further information regarding this RFP 0-1602, firms 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:

Commodities for this solicitation are:

<u>Category(s):</u>	<u>Commodity(s):</u>
Professional Services	Government Relation Services
	Legislative Advocacy Services – Federal

A pre-proposal conference will be held on July 13, 2010, at 10:00 a.m. EDT at the offices of Thompson & Coburn, LLP, 1909 "K" Street, NW, Suite 600, Washington, DC. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority may conduct a first round of interviews with all or some proposing firms in Washington, DC. during the week of September 13, 2010. The Authority has established October 21, 2010 as the date to conduct interviews in Orange County during the Legislative and Communications Committee meeting. Recommended firm(s) from those interviews may be required to interview with the Authority's Board of Directors on November 8, 2010. All prospective Offerors will be asked to keep these dates available. Offers must be prepared to travel to Orange County to conduct interviews, if selected.

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.

The budget for this procurement is \$672,000 for the initial two year term.

Sincerely,



Carolina Coppolo
Manager, Contracts and Procurement
Contracts Administration and
Materials Management

SECTION I
INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS**A. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on July 13, 2010, at 10:00 a.m. EDT, at the offices of Thompson & Coburn, LLP, 1909 "K" Street, NW, Suite 600, Washington, DC. 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

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.

D. AUTHORITY CONTACT

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

Carolina Coppolo, Manager
Contracts Administration and Materials Management Department
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560.5615, Fax: 714.560.5792

E. CLARIFICATIONS**1. Examination of Documents**

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

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 4:00 p.m. PDT, on July 16, 2010.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Courier: Contracts Administration and Materials Management Department, 600 South Main Street, 4th Floor, Orange, California 92868.
 - (3) Facsimile: The Authority's fax number is (714) 560-5792.
 - (4) E-Mail: Carolina Coppolo, Manager, Contracts and Procurement e-mail address is ccoppolo@octa.net.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, the Authority's interactive website, no later than July 23, 2010. Offerors may download responses from CAMM NET at www.octa.net/cammnet, or request responses be sent via U.S. Mail by e-mailing or faxing the request to Carolina Coppolo, Manager, Contracts and Procurement.

To receive e-mail notification of Authority responses when they are posted on CAMM NET, firms 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:

Commodities for this solicitation are:

Category(s):
Professional Services

Commodity(s):
Government Relation Services
Legislative Advocacy Services –
Federal

Inquiries received after July 16, 2010, will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be received in the Orange County Transportation Authority's office at or before 2:00 p.m. PDT on August 6, 2010.

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

2. Address

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

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
600 South Main Street, 4th Floor
Orange, California 92868
Attention: Carolina Coppolo, Manager, Contracts and Procurement**

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

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
P.O. Box 14184
Orange, California 92863-1584
Attention: Carolina Coppolo, Manager, Contracts and Procurement**

Firms must obtain a visitor badge from the receptionist in the lobby of the 600 Building prior to delivering any information to CAMM.

3. Identification of Proposals

Offeror shall submit an **original and 10 copies** of its proposal in a sealed package, addressed as shown above, bearing the Offeror's name and address and clearly marked as follows:

**"RFP 0-1602: FEDERAL LEGISLATIVE ADVOCACY AND
CONSULTING SERVICES"**

4. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities

or irregularities in proposals.

- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to postpone proposal openings for its own convenience.
- d. Proposals received by Authority are public information and must be made available to any person upon request.
- e. 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 one or more single firm(s) 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.

J. PROTEST PROCEDURES

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

with this RFP must be submitted in accordance with the Authority's written procedures.

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a firm-fixed price contract specifying fixed monthly rates for the required effort specified in the the Scope of Work, included in this RFP as Exhibit A. The term of this contract shall be a 2 year initial term with 1 two-year option term.

L. CONFLICT OF INTEREST

All Offerors responding to this Request For Proposals 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.

M. CODE OF CONDUCT

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

SECTION II

PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT**A. PROPOSAL FORMAT AND CONTENT****1. Format**

Proposals should be typed with a standard 12 point font, double-spaced and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11"x17" format. Offers should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged and presentations should be brief and concise. Proposals should not exceed fifty (50) pages in length, excluding any appendices.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Carolina Coppolo, 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. Include name, title, address, and telephone number of the contract 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; 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) Describe the firm's experience in providing legislative advocacy and consulting services to transportation agencies. Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. Describe experience in working with the various government agencies identified in this RFP.
- (3) 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.
- (4) Provide a complete list of all current clients of the firm and of the principal for this agreement.
- (5) In not more than three pages, describe your firm's success in representing public agencies or other clients.
- (6) 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 Offerors ability to complete the project.
- (7) Identify subcontractors by company name, address, contact person, telephone number and project function. Describe Offerors experience working with each subcontractor.
- (8) 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 and telephone

number 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.

- (9) Provide as a minimum three (3) references previously served by your firm within the past 5 years in a capacity similar to that described in the Scope of Work. Furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed.
- (10) Provide a list of all work performed for the Authority, either as a prime or subcontractor during the last 3 years contracted directly with the Authority.
- (11) Identify your current clients that you represent on any rail, transit, or highway transportation matters, any governmental entity that you represent in Southern California, and any clients that may pose conflicts with Authority's interests.

b. Proposed Staffing and Project Organization

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

Offeror to:

- (1) Describe how the firm proposes to staff this contract. Provide education, experience, and applicable professional credentials of project staff.
- (2) Describe the principal's experience in obtaining federal support and/or funding for transportation and transit projects. Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel.
- (3) 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.
- (4) 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.

- (5) Describe the principal's relationship with the Administration.
- (6) Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project by individual task.
- (7) 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.
- (8) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (9) 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.

c. Work Plan

Attached is a brief explanation of current issues facing the Authority in upcoming years (Attachments 1 and 2). Offeror should provide a narrative, which addresses the Scope of Work, and shows your firm's understanding of Authority's needs and requirements.

Offeror to:

- (1) Describe the principal's experience in working with transportation clients and the Congress and appropriations secured in the past six years. Provide samples of projects and programs.
- (2) Describe the firm's approach to representing the Authority in Washington, D.C.
- (3) Based upon the attachment and your experience, briefly describe your outlook for the next six years on issues affecting Authority at the federal level.
- (4) Based upon your knowledge of the Authority, describe your recommendations of key advocacy goals for the 2007-2008 and 2008-2009 legislative sessions, and how your firm would assist Authority in achieving those goals.

- (5) Provide samples of past reports, informational material, and written correspondence which show specific accomplishments similar to what you would expect to accomplish for Authority.

d. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Offeror wishes to propose alternative approaches to meeting the Authority's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Offeror will be deemed to have accepted the contract requirements as set forth in Exhibit C.

4. Cost and Price Proposal

As part of the cost and price proposal, the Offeror shall submit proposed pricing to provide the services for each work task 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.

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. Party and Participant Disclosure Forms

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Boards of Directors, Offeror is required to complete and sign the Party and Participant Disclosure Forms provided in this RFP and submit as part of the proposal. Offeror is required to submit only one copy of the completed form(s) as part of its proposal and it should be included in only the original proposal. The prime consultant and subcontractors must complete the form entitled "Party Disclosure Form". The form entitled "Participant Disclosure Form" must be completed by lobbyists or agents representing the

prime consultant. Therefore, the prime consultant, subcontractors and agents will be required to report all campaign contributions from the proposal submittal date up and until the Board of Directors makes a selection, which is currently scheduled for November 8, 2010 .

2. Status of Past and Present Contracts Form

Offeror is required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of the proposal. Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years and the contract has ended or will end in a termination, settlement, or litigation. A separate form must be completed for each contract. Offeror shall provide an accurate name and telephone number for each contract and indicate the term of the contract and the original contract value. If the contract was terminated, Offeror must list the reason for termination. Offeror must identify and state the status of any litigation, claims or settlement agreements related to any of the contracts. Each form must be signed by the Offeror confirming the information that the information provided is true and accurate. Offeror is required to submit one copy of the completed form(s) as part of its proposals and it should be included in only the original proposal.

SECTION III
EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD**A. EVALUATION CRITERIA**

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

1. Qualifications of the Firm and Staffing 40%

Experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the firm; strength, stability, experience and technical competence of any subcontractors; assessment by client reference; 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 the 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; appropriateness of labor distribution; ability to meet the 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 total price and competitiveness of this amount 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

The evaluation committee may include Board members and/or persons from outside of the Authority. 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's staff, outside staff chosen by the Authority, and/or members of the Board of Directors may interview some or all of the proposing firms. A first round of interviews may be conducted in Washington, D.C. during the week of September 13, 2010.

The Authority may also conduct final interviews for some or all of the proposing firms. The Authority has established October 21, 2010 as the date to conduct these interviews in Orange County. The interviews will be conducted by the Orange County Transportation Authority Legislative and Communications Board Committee. Recommended firms may be required to interview with the Board of Directors on November 8, 2010.

All prospective Offerors will be asked to keep these dates available. No other interview dates will be provided. Therefore, if an Offeror is unable to attend the interview on these dates, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the Orange County Transportation Authority may ask questions related to the firm's proposal and qualifications.

At the conclusion of the proposal evaluations and interviews, 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 may recommend to the appropriate Board Committee an 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 recommended decision to the full Board of Directors for final action.

C. AWARD

The Authority will evaluate the proposals received and will submit, with approval of the Legislative and Communications Committee, the proposal(s) considered to be the most competitive to the Authority's Board of Directors, for consideration and selection. The Authority may also negotiate contract terms with the selected

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

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

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) 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) days of notification of the contract award.

EXHIBIT A
SCOPE OF WORK

SCOPE OF WORK FOR FEDERAL LEGISLATIVE ADVOCATES

I. General

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

1. Secure transportation appropriations in accordance with current Legislative Platform and Board approved appropriation requests.
2. Advocate at the Congressional and Executive Branch levels for federal funding for OCTA fixed guideway projects in Anaheim and Santa Ana.
3. Advocate on behalf of OCTA's position on Goods Movement.
4. Seek to maximize funding for OCTA projects in the next transportation reauthorization bill.
5. Seek to streamline delivery of federally funded projects with minimal federal requirements.
6. Advocate for funding of any new federally mandated requirements.
7. Advocate for high speed rail funding in the Anaheim to Los Angeles corridor and throughout California.

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 described in the Information and Issues discussion and Legislative Platform (Attachments 1 and 2), including bus, highway, intelligent transportation systems projects, and any other projects which may be appropriate to achieve OCTA legislative goals.
 - 1.2 Recommend appropriate activities for OCTA Board members and local elected officials at various stages of the legislative process.
 - 1.3 Provide general political and advocacy advice to 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 transportation program.
 - 2.3 Provide information and advice regarding upcoming legislative hearings which may impact policies and programs of OCTA.
 - 2.4 Attend hearings and other public sessions of interest to OCTA.
 - 2.5 Assist in the preparation of testimony before congressional committees and represent OCTA before such committees, including but not limited to the House and Senate Committees on Appropriations, the House Committee on Transportation and Infrastructure, the Senate Committee on Banking and Urban Affairs, and the Senate Committee on Environment and Public Works.
 - 2.6 Assist in drafting legislative language, and other written materials deemed of interest to OCTA, to ensure that the goals and objectives of OCTA are fulfilled.
 - 2.7 Assist in drafting responses to Federal Register notices and other federal public comment announcements.
 - 2.8 Assist in preparation of appropriate written materials supporting OCTA legislative goals, including letters, talking points, bill summaries and position papers.
3. Liaison and Advocacy Activities
 - 3.1 Orange County Congressional Delegation
 - 3.1.1 Maintain frequent formal and informal contact with the Orange County delegation members and staff to represent and advocate OCTA policies and positions.
 - 3.1.2 Recommend when OCTA Board members should be in direct contact with members of the Orange County delegation or their key legislative staff.
 - 3.2 House and Senate
 - 3.2.1 Maintain direct and frequent contact with key members and staff of appropriate Senate and House Committees to represent and advocate OCTA policies and positions.
 - 3.2.2 Arrange meetings between key legislation members and OCTA personnel as appropriate in Washington, D.C. or Orange County. Provide logistical support for Washington, D.C. visits.
 - 3.2.3 Recommend timing and nature of contacts with the Orange County delegation and other legislation members in Washington, D.C.

3.3 Executive Branch

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

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

III. **Administrative Coordination**

OCTA expects the federal legislative advocates to continuously coordinate with OCTA Board, staff and others.

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

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

1.3 Coordinate with other OCTA consultants, as appropriate.

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

2.2 Every two weeks, participate via teleconferencing with the Manager of Grants and Federal Relations, other OCTA staff, and other consultants.

2.3 Provide on-site and in-person oral reports to the Board of Directors and meet with the Manager of Grants and Federal Relations and other OCTA staff at the Orange County Transportation Authority headquarters in Orange, California, as needed. Number of on-site reports not expected to exceed six 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.

Orange County Transportation Authority

Information and Issues

Background

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

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

- More than 1600 employees, plus an additional 650 paratransit/fixed route contract employees (for 2011);
- A proposed budget for fiscal year (FY) 2010-11 of more than \$1.2 billion;
- A county-wide bus system with over 850 vehicles;
- One of the nation's top 20 busiest bus transit operations providing more than 57 million rides annually;
- Countywide paratransit service with 252 buses and more than 1.3 million boardings per year;
- Three Metrolink commuter rail lines operate in Orange County with more than 4 million boardings per year. OCTA owns the Los Angeles to San Diego rail right-of-way in Orange County;
- Administration of Measure M, the package of transportation improvements promised to Orange County voters in 1990 when they approved a half-cent sales tax. Measure M was renewed by the voters in 2006 and provides funding for freeway, regional/local streets and roads, and transit improvements until 2041;
- Ownership and operation of the 91 Express Lanes toll road with 12 million vehicle trips in FY 2009-10;
- OCTA has been challenged by reduced ridership and tax revenue which have led to a 20 percent reduction in revenue service hours this year;

Future Legislative and Regulatory Issues

Over the next several years, OCTA anticipates dealing with the following issues (presented in alphabetical order), which relate to Congress, the Executive Branch and the U.S. Department of Transportation:

Anaheim Regional Transportation Intermodal Center (ARTIC). The ARTIC is an intermodal transportation center located in the City of Anaheim along the Los Angeles-to-San Diego (LOSSAN) rail corridor. ARTIC will serve as a hub for many Orange County transit modes, including conventional bus service, intercity bus and commuter rail, and planned regional connector fixed guideway service in Anaheim. In addition, ARTIC will serve the proposed California high speed rail alignment, as well as any future Anaheim to Ontario International Airport segment of the California-Nevada Maglev rail project. The ARTIC project will expand existing transportation infrastructure for Amtrak intercity rail, Metrolink commuter rail, Orange County bus and bus rapid transit, and Anaheim Resort shuttles.

Go Local - Anaheim Fixed Guideway. The Anaheim Fixed Guideway will operate as a high-capacity, collector-distributor transit system that will connect Orange County's Metrolink commuter rail system via the ARTIC to Anaheim's major employment, newly developed residential and activity centers – The Platinum Triangle and The Anaheim Resort District. The elevated guideway system will help stimulate and support economic development livability goals and land use objectives along the a 3.5 mile corridor between the Platinum Triangle and Anaheim Resort District, which are destinations for more than 23 million annual visitors. This project is supported by OCTA's Go Local program, which entails a four-step process to plan and implement city-initiated transit extensions to Orange County's Metrolink commuter rail line.

Go Local - Santa Ana-Garden Grove Fixed Guideway. The Santa Ana fixed guideway project is also a city-initiated Go Local project that will travel along an east-west multi-modal corridor between the Santa Ana Regional Transportation Center (SARTC) in the City of Santa Ana and Harbor Boulevard in the City of Garden Grove, with a potential extension up to the Garden Grove (SR-22) Freeway. The proposed street car system will extend the reach of the Metrolink commuter rail system and enhance livability in the cities of Santa Ana and Garden Grove to provide easy transit access to Santa Ana's downtown area and the Santa Ana Civic Center, including federal, state and county government offices and courthouses.

High Speed and Intercity Rail. In November, 2008 California voters enacted Proposition 1A which provides \$9 billion for building an 800 mile high speed rail system in California and \$950 million for improvements to other rail services that connect to high speed rail service. The California High Speed Rail Authority (CHSRA) has also received \$2.25 billion in American Recovery and Restoration Act high speed rail funding. OCTA was the CHSRA's first local funding partner, investing more than \$7 million to support completion of the project-level environmental study, prior to any State or federal commitments. The CHSRA will make use of the existing Los Angel LOSSAN

corridor in the first planned segment between Los Angeles and Anaheim. The full length of the LOSSAN corridor is currently utilized by the Burlington Northern Santa Fe (BNSF) freight service, Metrolink commuter rail service and Amtrak intercity Surfliner service, and is the second busiest passenger rail corridor in the nation. OCTA owns the LOSSAN right of way in Orange County.

OCTA currently supports additional federal funding for high speed rail in California which is additive to, and does not diminish, other surface transportation funding.

Goods Movement. Orange County acts as a bridge between Los Angeles and the Inland Empire for the growing supply of foreign goods sent through the ports of Los Angeles and Long Beach, to the rest of the nation. The volume of trade already impacts Orange County's transportation infrastructure. Today, 18 percent of trucks on Orange County freeways are delayed daily, increasing costs between 50 to 250 percent. By 2030, truck volume will increase an estimated 110 percent. Similarly, trade volumes are challenging the capacity of the rail system. In 2025, the number of daily freight trains moving through Orange County is expected to increase 123 percent from 112 to 250.

OCTA's federal legislative platform and appropriations requests currently support seeking additional funding for grade separation projects and improvements to ease congestion in highway corridors which carry goods. Existing resources are insufficient to both meet these goods movement mitigation needs and address the County's existing transportation needs. OCTA's Goods Movement Policy links capacity expansion to mitigation and seeks to develop regionally coordinated solutions.

Metrolink Commuter Rail. OCTA funds and supervises Metrolink commuter rail service in Orange County. Three Metrolink lines (including Metrolink riders on Amtrak) transport more than 4 million riders per year in and through the County. The three lines are: the Los Angeles to Oceanside line, the line from San Bernardino to Oceanside and the SR-91 (Riverside-Fullerton-Los Angeles) Line. All of these lines make use of some part of the Los Angeles to San Diego (LOSSAN) rail corridor. The OCTA owns the LOSSAN corridor right of way within Orange County. There are currently eleven Metrolink stations in Orange County.

A Metrolink Service Expansion Plan (MSEP), authorized by Measure M, will increase the frequency of weekday Metrolink service between Fullerton and Laguna Niguel/Mission Viejo within Orange County. To accommodate additional service, stations will be upgraded, parking added, track capacity increased, and grade crossings enhanced. Construction for the expanded service is expected to be completed by 2011. The new MSEP service will be phased in beginning in late 2010.

Along with the other Metrolink owners, OCTA is committed to funding the implementation of Positive Train Control (PTC) throughout the Metrolink system by December 30, 2012, three years prior to the required statutory compliance date.

Operating Assistance. OCTA has adopted principles identical to those adopted by the American Public Transportation Association calling for limited and flexible direct federal operating assistance. OCTA has advocated for increased federal operating assistance in Washington, DC during the past six months.

Project Delivery. With a population of over 3 million, Orange County is the fifth most populous county in the nation and contains some of the nation's most congested highways. Yet the County remains a donor county in a donor state and does not receive its fair share of federal gas tax revenue. Historically, this situation has led to the development of public private partnerships to build toll roads in the County. These facilities are privately operated with public management oversight. The OCTA owns one toll facility, the 91 Express Lanes, which it purchased in 2002 in order to eliminate a non-compete clause which prohibited improvements to the adjacent free lanes.

The use of privately financed tolling facilities and the design-build method of project delivery have been controversial at the state and federal level. The OCTA seeks to continue to have the option of using the financial arrangements and project delivery methods which will deliver its projects in the earliest time frame at the lowest cost to Orange County taxpayers. However, the use of these project delivery methods should not be viewed as a substitute for adequate state or federal funding for transportation, but rather as a response to the historic lower level of public funding made available to areas like Orange County, which have significant population and employment growth, translating into greater transportation needs.

OCTA is committed to the reduction of processing time in the federal funding of highway and transit projects. Reduced administrative red tape will bring jobs more quickly into the economy without any further legislative expenditure of funds. Recently OCTA has pledged to work in conjunction with the Federal Highway Administration's "Every Day Counts" initiative, towards a goal of 50 percent reduction in the processing time for federal highway funding, and has been discussing the contribution of paperwork reduction with Caltrans and other states and White House staff.

Reauthorization. Surface transportation reauthorization presents several challenges. The OCTA has responsibilities and funding needs on both the highway and transit sides of transportation reauthorization. OCTA also coordinates with the Ports of Los Angeles and Long Beach and other corridor entities regarding freight movement in Southern California. The goods movement issue is likely to form a major new part of any federal reauthorization bill. California is firmly committed to the reduction of greenhouse gasses, and past reauthorization bills have sought to link clean air improvements with transportation funding decisions. OCTA is seeking to assure that this State and federal commitment still provides the needed funds to maintain core surface transportation programs and provides additional funding for "green" transportation. Finally, as a donor county in a donor state, OCTA seeks to maximize its transportation funding within federally authorized formula programs and through the authorization earmark process.

San Diego Freeway (I-405) Widening and Improvements. The OCTA has completed a major investment study for the I-405 between the Corona Del Mar Freeway (SR-73) and the San Gabriel Freeway (I-605). The preferred strategy calls for a 12-lane freeway plus additional operational and capacity improvements, to the extent that they can be accommodated within the existing freeway right-of-way. This project received an earmark in SAFETEA-LU of \$2.6 million as a high priority project. In addition, OCTA has received further appropriation funding for this project as part of individual year appropriations requests.

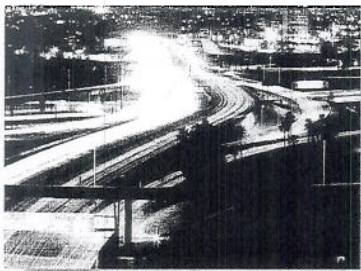
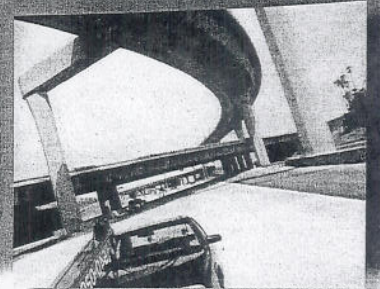
SR-91 Express Lanes and Corridor. OCTA owns and operates the four-lane, 10-mile toll facility from the Orange/Riverside county line west to the SR-55. OCTA purchased the 91 Express Lanes for \$207.5 million in 2002. The purchased franchise extends into Riverside County to the I-15. This purchase cleared the way for traffic improvements along the SR-91 corridor by eliminating a "non-compete" provision that limited new highway expansion on the SR-91. Since acquiring the toll facility, the OCTA has managed congestion with toll rates, which are regularly adjusted in accordance with traffic volumes. High occupancy vehicles with three or more riders travel free during most hours. Metrolink and express bus routes also operate in the corridor. OCTA is continuing to plan for improvements to relieve traffic congestion in the corridor and is cooperating with Riverside County in their plans to extend the tolling to the Corona Freeway (I-15). OCTA's federal legislative platform supports seeking funding for the SR-91 widening and congestion relief projects.

Segment Improvements to the I-5 Corridor. The San Diego Freeway (I-5) is the primary freeway linking Orange County to Los Angeles and San Diego counties. Due to high levels of traffic, the I-5 freeway in south Orange County is currently accommodating travel demands that exceed the capacity of the freeway. To alleviate this congestion, OCTA is planning to provide additional freeway capacity along the I-5 corridor from Pacific Coast Highway to Avenida Pico as well as provide a connection with planned San Diego County high occupancy vehicle (HOV) lanes.

Transportation Security Funding. As part of the Los Angeles metropolitan area, OCTA is part of one of the eight metropolitan areas nationwide designated by the Department of Homeland Security (DHS) as high risk areas. As a result, it participates as a Tier I applicant for funding under the Transit Security Grant Program. Security funding for bus and rail transportation has lagged far behind such funding for aviation on a per passenger basis. Moreover, this funding is limited by DHS largely to capital expenditures.

OCTA's legislative platform seeks support for increased federal funding to transit agencies for operational security improvements and supports a fair distribution of funding based on the risk of terrorism as estimated by DHS in lieu of formulas based upon population or state minimums.

2010 FEDERAL LEGISLATIVE PLATFORM



Orange County Transportation Authority

The Orange County Transportation Authority (OCTA) was formed in 1991 by the consolidation of seven separate transportation agencies. This consolidation created a multi-modal 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:

- Approximately 2,000 employees, plus an additional 750 paratransit / fixed-route contract employees
- A budget for fiscal year (FY) 2008-2009 of more than \$950 million
- A countywide bus system with more than 900 vehicles
- The nation's 12th busiest bus transit operation, providing more than 68 million rides annually
- Countywide paratransit service for people with disabilities with 265 buses and more than 1.1 million boardings per year
- Three Metrolink commuter-rail lines with more than 4 million boardings per year
- Administration of Measure M, the package of transportation improvements promised to Orange County voters in 1990 when they approved a half-cent sales tax.
- Measure M was renewed by voters in 2006 and provides funding for freeway, regional/local streets and roads, and transit improvements until 2041.
- Ownership and operation of the 91 Express Lanes toll road with more than 12 million vehicle trips in FY 2008-09
- Oversight of Orange County's major investment studies and management of the planning for all future transportation infrastructure improvements

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INTRODUCTION

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

Among metro areas in the United States, Orange County in 2007 had the 11th largest gross domestic product and is home to one of the busiest transit systems in the nation. In addition, Orange County provides highway and rail corridors that facilitate an increasing level of international trade entering the Southern California ports. However, according to the latest annual survey of urban mobility by the Texas Transit Institute, the Los Angeles metropolitan area, including Long Beach and Orange County, also has the most congestion of any metropolitan area in the nation, delaying drivers an average of more than 70 hours per year. In conducting all of its activities, OCTA strives to the maximum extent possible to improve transportation performance, reduce congestion, and reduce emissions. With regard to federal revenues, Orange County is consistently a donor county within a donor state.

Orange County Transportation Authority's (OCTA) Federal Legislative Platform outlines the statutory, regulatory, and administrative goals and objectives of the transportation authority. The following platform was adopted by the OCTA Board of Directors to provide direction to staff and federal legislative advocates for the first session of the 111th Congress.

Funding for High-Speed Rail (HSR) will be foremost among these goals and objectives in the upcoming year as the Anaheim to Los Angeles segment of the California HSR system is positioned as the nation's most advanced HSR corridor to receive significant federal funding.

PRINCIPLES AND OBJECTIVES

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

1. OCTA will seek to obtain a fair share of appropriations for transportation projects within the County, taking into account its size, population, congestion mitigation, and particular transportation needs;
2. OCTA will support the transportation legislative efforts and objectives of other Orange County entities, as appropriate, to further the implementation of this platform provided that such efforts by others are consistent with OCTA Board approved projects and policies;
3. In order to accomplish the goals of this platform, the OCTA will seek to work with other entities such as the Orange County Business Council, and regional entities such as county transportation commissions and transit agencies, and the Southern California Association of Governments and will participate in the Mobility 21 legislative effort;
4. OCTA will take an active role in the process of reauthorization of the federal highway and transit programs, reaching out to the region, state, and appropriate congressional leaders, and working with them towards reauthorization of a program which benefits the County.

I. Fiscal Year 2011 Transportation Appropriations

The annual appropriations process will continue to play a significant role in the OCTA 2010 federal legislative platform. However, given the uncertainties surrounding the expiration of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) and the future viability of the highway trust fund, it is difficult to predict at this time the availability of future surface transportation earmarks. In addition, a change in Congressional approach has led to fewer transportation earmarks nationally, and lower amounts contained in those earmarks.

To more effectively work within the limitations on federal transportation funding at this time, OCTA will continue to focus on strategic, high priority county and regional congestion relief projects, which will increase the highway and transit mobility and goods movement along the North-South I-5/I-405/LOSSAN Corridor and the East-West SR-91 and Burlington Northern Santa Fe/Orangethorpe (Alameda Corridor East) Corridor. To this end, as part of the fiscal year 2011 transportation appropriations bill, OCTA will work with its Congressional delegation to secure greater levels of federal investment in the following projects:

- a) The Anaheim Regional Transportation Intermodal Center (ARTIC).
- b) Riverside Freeway (State Route 91) widening and Orange County/Riverside chokepoint projects congestion relief projects.
- c) Grade separation improvements along the Alameda Corridor East (ACE) in north Orange County and along the LOSSAN Corridor.
- d) San Diego Freeway (Interstate 405) widening and improvements, including interchange improvements, as well as bridges and overcrossings.
- e) San Diego Freeway (Interstate 5) and Ortega Highway chokepoint and interchange improvements.
- f) Improvements to relieve chokepoint congestion at the Interstate 5 (I-5) and Costa Mesa Freeway (State Route 55).
- g) Extension of the I-5 South high occupancy lane (HOV) lane project.
- h) Go Local projects approved for implementation which may include fixed guideway projects and/or Bus Rapid Transit.
- i) Metrolink service enhancements in Orange County.
- j) Improvements along the Bristol Street multi-modal corridor in Santa Ana.
- k) Funding to meet federal rail safety requirements and positive train control implementation for Metrolink.
- l) Funding for Maglev transportation from Anaheim to Ontario Airport, as a segment of the high speed Maglev system between Las Vegas, Nevada and Anaheim.
- m) Funding to augment state, local and private efforts for high speed rail service from Anaheim to Los Angeles.

Other annual funding priorities for OCTA include:

- n) Support appropriations and additional funding of transit security grant programs for the Department of Homeland Security (DHS) to protect county surface transportation systems, including highways, transit facilities, rail lines, and related software systems.
- o) Support New Start (greater than \$250 million in total project cost), Small Start (less than \$250 million in total project cost with no more than \$75 million in federal share), and Very Small Start (less than \$50 million in total project cost with no more than \$40 million in federal share and costing no more than \$3 million per mile exclusive of vehicles) funding for fixed guideway projects selected for implementation through the Go Local process.
- p) Support full funding of Section 5309 (m)(1)(a) rail modernization grant funds.

- q) Support bus and bus-related OCTA projects under Section 5309 (m)(1)(c) and oppose the diversion of significant bus discretionary funding to other unrelated purposes.
- r) In concert with regional transportation agencies, seek funding for the Southern California Regional Training Consortium to develop bus maintenance training information for the transit agencies throughout Southern California.
- s) Support projects which improve the capacity of major arterials throughout Orange County.
- t) Support appropriations funding of the Rail Safety Improvement Act of 2008 (RSIA) particularly, funding for implementation of positive train control requirements and other safety enhancements or risk reduction recommendations called for in Title I of RSIA, funding for intercity passenger rail service corridor capital assistance provided in Title III of RSIA, and funding for high speed rail corridor development provided in Title V of RSIA.
- u) Support for projects on the Los Angeles – San Diego –San Luis Obispo (LOSSAN) rail corridor, which may not be physically located in Orange County but are critical to the continued viability of efficient and effective services in this corridor.
- b) Support specific authorization and funding for the Anaheim Regional Transportation Intermodal Center (ARTIC).
- c) Support additional funding for the expansion of key stations and intermodal centers along the LOSSAN corridor, including Irvine Station, Fullerton Station and Santa Ana Station.
- d) Support continued authorization of and funding for the four-county ACE project.
- e) Monitor, and with OCTA Board approval, support Intelligent Transportation System (ITS) measures to advance the safety, security and efficiency of the multi-modal transportation system, reduce fuel consumption and environmental impacts, ease congestion, and facilitate emergency response times.
- f) Upon definition and approval by OCTA Board, pursue the authorization and funding of a pilot transportation project employing new transit technology.
- g) Support efforts to authorize and fund bike paths and bike trails within Orange County.

II. Additional Project Authorizations, and Statutory or Regulatory Actions

The federal surface transportation bill, SAFETEA-LU, included a significant level of funding for OCTA and authorized funding for critical highway and transit projects. However, there are a number of vital infrastructure projects, both highway and rail, that continue to require authorization or other advocacy actions to address specific highway, rail, and transit needs throughout the County and Southern California region. OCTA will advocate for the following issues in stand alone legislation, as part of the Passenger Rail Investment and Improvement Act of 2008, or in the next reauthorization:

- a) Support legislative efforts to authorize the State Route 91 (SR-91) congestion relief projects.

The last 16 miles of the 67-mile Transportation Corridor Agencies (TCA) toll road system, known as the Foothill South Project, represents the only southern Orange County travel alternative to the I-5. The I-5 corridor already is dominated by severe traffic congestion, negatively impacting travelers throughout the County. Due to the need to use property leased from the federal government as part of the preferred right of way for the extension, opponents of this project have used federal legislation in an attempt to halt or severely impede project completion. Therefore, OCTA will continue to oppose any provision of federal law that would impede the completion of the project and will work in an active partnership with the TCA in Washington to seek a resolution to this issue, which will permit the completion of a Foothill South Project through southern Orange County.

In addition, as a new transportation authorization bill is being drafted, OCTA has identified several regulatory changes that would improve the delivery of the federal transportation program. OCTA will continue to seek opportunities to address and achieve these changes, as follows:

- h) Encourage the Federal Highway Administration (FHWA) to return the Regional Transportation Plan to a long-range planning and vision document rather than a detailed, 30-year financial plan, as current regulations mandate.
- i) SAFETEA-LU implementing regulations shifted the approval of RTP amendments involving Transportation Control Measures (TCM) from FHWA to the Environmental Protection Agency (EPA). OCTA requests that this approval process revert back to FHWA and maintain a consultation process with EPA.
- j) Request Federal Transportation Enhancement (TE) program guidelines be amended to permit use of TE funds for soundwalls as a local option. The FHWA does not permit the use of highway funds to retrofit soundwalls, yet federal trade policies have led to increased freight traffic along goods movement corridors and hence noise along the freeways. OCTA requests that the policy be amended to allow highway funds to be used to mitigate the impacts of freight traffic on local communities adjacent to goods movement corridors.
- k) If necessary, work with the Federal Highway Administration or appropriate members of Congress.

III. Advocacy Efforts for Existing and Planned Federal Highway and Transit Programs

- a) Work with regional agencies to advocate for a high ranking of the ACE project as part of the U.S. Department of Transportation's Projects of National and Regional Significance (PNRS) program.
- b) Upon definition and approval by the OCTA Board, seek support from the Federal Transit Administration (FTA) and Orange County Congressional Delegation for any fixed guideway transit projects approved for implementation by the Go Local process.
- c) Pursue funding for applicable transit programs newly authorized by SAFETEA-LU, including New Starts, Small Starts and Very Small Starts, Jobs Access Reverse Commute (JARC), and New

Freedom program for new transportation services and public transportation alternatives beyond those required by the Americans with Disabilities Act (ADA).

- d) Support expanded design-build authorization for federally-funded highway and surface transportation projects.
- e) Support environmental streamlining and stewardship efforts by the relevant federal agencies.
- f) Support expedited federal review and payments to local agencies and their contractors for project development, right-of-way acquisition, and construction activities.
- g) Work with the Southern California Regional Transit Training Consortium on its fiscal year (FY) 2007 legislative efforts to obtain federal funds to streamline bus maintenance training for alternative fuel buses.

IV. Economic Impact Legislation and Regulations

The recent economic crisis has generated passage of the American Recovery and Reinvestment Act (ARRA), which was intended to save and create jobs throughout the economy and within the transportation industry. Several other federal legislative and regulatory actions are also underway to prevent unintended adverse economic impacts to the transportation industry and also to appropriate funding for transportation infrastructure projects as a means of creating needed jobs in the economy. In this regard, OCTA will:

- a) Support legislation or regulations to prevent the adverse economic impact that would result from the forced early termination, through technical default, of leveraging agreements such as those entered into by Metrolink for rail rolling stock.
- b) Support legislation that would hold harmless local governments who held debt instruments of Lehman Brothers on September 15, 2008, and other regulatory actions pursuant to section 103 of the Emergency Economic Stabilization Act, which are needed to ensure stability in local entities that, through no fault of their own, suffered losses in the economic crisis of 2008.

- c) Support full funding for the Energy Efficiency and Conservation Block Grant program, which received ARRA appropriations in 2009, to allow cities and counties to enact strategies that reduce fossil fuel emissions, improve energy efficiencies and reduce energy usage.
- d) Support federal economic stimulus legislation and programs, in addition to ARRA, that accelerate funding for transportation infrastructure projects and thereby create additional jobs and economic activity in Orange County.
- e) Oppose any federal legislation or regulatory action that acts to impede the development of business opportunities and job creation in Orange County.

V. Reauthorization of the Highway and Transit Programs

With the expiration of SAFETEA-LU on September 30, 2009, a number of proposals for the next highway and transit authorization are being introduced and discussed. During the six year life of SAFETEA-LU the OCTA will receive over \$885 million in transportation funding from programs authorized under the act. The overwhelming majority of these funds (approximately \$800 million) are provided pursuant to formula funded programs on a pay-go basis. A large percentage of the formula funds are used to fund the OCTA's transit operating budget. The remainder are used for highway, transit and surface transportation capital projects throughout the region.

- a) OCTA will analyze key reauthorization proposals as they emerge to determine:
 - 1) The source and adequacy of proposed future revenues to meet future transportation needs and the economic impact to the public of collection of those revenues;
 - 2) The extent to which a proposal will maximize the return of federal revenues to California and to the OCTA;

- 3) The extent to which a proposal enhances the federal funding partnership by helping OCTA address capital and operating revenue shortfalls; and
- 4) Whether or not the proposal contains any unfunded statutory or regulatory mandates applicable to the OCTA.

Based upon this analysis, OCTA will seek a Board determination of the appropriate approach to the proposal in Washington.

- b) OCTA generally supports program features in the next authorization which enable greater flexibility in permitted uses of transportation funds, and which distribute funding based upon formula factors that adequately recognize the extent of transportation funding needs within Orange County.
- c) In considering which transportation projects from throughout the County to support for funding in the next authorization, OCTA will evaluate projects in accordance with the following criteria:
 - 1) The extent to which the project results from, or relates to, an OCTA major investment study or major planning initiative such as the Go Local or Metrolink service enhancement programs.
 - 2) The extent to which the project provides congestion relief or provides increased capacity to address future documented congestion.
 - 3) The adequacy of the overall funding plan and the ability to expend project funds to complete the project within the authorization timeframe (generally, six years).
 - 4) The regional significance of the project.
 - 5) The contribution that the project makes to improving environmental quality.

VI. Goods Movement

The twin Ports of Los Angeles and Long Beach, while still considered "America's Gateway," and the nation's busiest ports, have both suffered significant reductions in volume because of the worldwide economic downturn. The ports are not expected to fully recover

from the downturn until at least 2013. Even with this forecast, the maintenance and improvement of our region's goods movement infrastructure must continue to be a national priority if our region is to remain competitive with the rest of the world and be responsive to the consumer needs of the nearly 18 million people living in southern California. Even at reduced volumes, current revenue streams are not sufficient to fund the projects needed to offset the costs of moving these goods.

In March 2007, the Board adopted a Goods Movement Policy intended to guide OCTA decisions regarding goods movement. Further, in July 2007, the Board adopted Principles for a Container Fee Program, which are intended to guide analysis of legislative programs applicable to goods movement at ports. OCTA will use these two policies to evaluate any federal legislative proposals regarding goods movement.

In 2009 OCTA's advocacy efforts in this regard will emphasize the following:

- a) Pursue new stable, dedicated and secure sources of funding for goods movement infrastructure, such as a goods movement trust fund, which ensure that any revenues are dedicated to use for projects in the corridors where they are collected.
- b) Assure that the benefits of new funding outweigh the economic impact to the public from collection of the revenues.
- c) Continue to work with Congress, state and local governments, as well as with the private sector, to develop and implement the needed infrastructure programs and projects.
- d) Ensure that public control of goods movement infrastructure projects is retained at the local level.
- e) Seek mitigation for the impacts of goods movement on local communities in Orange County.

VII. Homeland Security

OCTA continues cooperative efforts with neighboring transit agencies, Urban Area Security Initiative (UASI) partners, state and federal Homeland Security grant partners, and local jurisdictions to enhance the security of regional highway, bus and rail systems. In addition to seeking additional grant funding in FY 2011 to secure the county's highways, rail and transit systems, OCTA will pursue the following regulatory and statutory changes to ensure homeland security needs are met:

- a) Support increased federal funding to transit agencies for staff training and operational security improvements for highways, transit, and rail security in the United States.
- b) Support a fair and effective distribution of grant funds based on the risk of terrorism as estimated by the Department of Homeland Security, in lieu of formulas based solely on size of population.
- c) Support programs that reach out to state homeland security officials to improve information exchange protocols, refine the Homeland Security Advisory System, and support state and regional data coordination.

VIII. Energy Issues

Legislation addressing U.S. policies on energy is likely to play a role in the 111th Congress. The transportation sector is the largest consumer of petroleum in the U. S. Therefore, the focus by Congress to further develop energy efficient policies is likely to have an impact on OCTA operations. In this regard, OCTA will:

- a) Monitor legislation and federal rulemaking that addresses new or emerging energy policies such as: incentives for alternative fuel technology and use, developer incentives supporting transit programs, as well as research and technology.
- b) Provide federal legislative reports to the OCTA Board of Directors outlining any energy-related legislation introduced in the next Congress that potentially impacts OCTA operations.

- c) Work with industry associations to comment on Congressional actions and/or federal policies that impact the public transportation sector.
- d) Support the continuation of fuel tax credits for OCTA's use of compressed natural gas and liquefied natural gas.

IX. Environmental Policy and Other Regulatory Requirements

Federal environmental laws and regulations affecting OCTA include the National Environmental Protection Act (NEPA), the Federal Clean Air Act, Federal Water Pollution Control Act, and the Endangered Species Act. With regard to these acts and related regulations, OCTA will:

- a) Seek opportunities to streamline the environmental process for federally funded projects. For example, OCTA opposes the present practice whereby small pavement rehabilitation projects trigger an environmental review.
- b) Seek federal funding to meet state and local environmental quality requirements, including anticipated requirements for zero emission buses, alternative fueling stations and future greenhouse gas reduction requirements.
- c) Continue to monitor implementation of the NEPA pilot project, authorized by SAFETEA-LU, as it applies to OCTA federally-funded projects.
- d) Monitor any new federal programs seeking to address the environmental impacts of greenhouse gases to ensure that any new environmental requirements are accompanied by additional funding necessary to implement those requirements.
- e) Support legislation and federal grant programs that encourage ridesharing and related congestion relief programs for Orange County commuters.

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

- e) Support efforts to work with Caltrans and the Administration to equitably resolve the FHWA interpretation of the Americans with Disabilities Act (ADA) compliance guidelines that retroactively requires the implementation of costly curb-ramp upgrades within the boundaries of federally-funded projects. According to state officials implementing these regulations on behalf of FHWA, the requirements apply even if curb-ramps are already in place but considered to be out of date according to the most recent ADA guidelines or when the project would not require ground disturbance (i.e. signal synchronization projects funded with Congestion Mitigation and Air Quality funds).
- f) Oppose any regulations or administrative guidance seeking to extend through administrative actions the statutory requirements of ADA.
- g) Support expedited federal review and payments to local agencies and their contractors for project development, right-of-way acquisition, and construction activities.
- h) Support streamlined federal reporting and monitoring requirements to ensure efficiency and usefulness of data and to eliminate redundant state and federal requirements.

X. Employment Issues

Federal employment laws affecting OCTA include the Fair Labor Standards Act, Family and Medical Leave Act, Occupational Safety and Health Act and the Omnibus Transportation Employee Testing Act of 1991. While significant changes to these federal laws are not anticipated in the next year, OCTA historical positions have included:

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



FEDERAL GOVERNMENT RELATIONS CONTACTS

Kristine L. Murray
Executive Director,
Government Relations
714-560-5908
kmurray@octa.net

Richard Bacigalupo
Manager,
Federal Relations
714-560-5901
rbacigalupo@octa.net

EXHIBIT B
COST AND PRICE FORMS

PRICE SUMMARY SHEET

REQUEST FOR PROPOSALS (RFP) 0-1602

Enter below the proposed price for each of the required work effort 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. Please denote the basis on which the prices are quoted.

Specify the fully burdened monthly rate for work specified in Exhibit A.

Per Monthly Rate (Initial Term, 1/1/11 – 12/31/12): \$ _____

Per Monthly Rate (Option Term, 1/1/13 – 12/31/14): \$ _____

The above prices are quoted on the following basis (check one):

Firm-Fixed Price _____ Cost-Plus-Fixed-Fee _____ Time and Expense _____

1. I acknowledge receipt of RFP 0-1602 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 **AGREEMENT NO. C-0-1602**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 _____
6 **THIS AGREEMENT** is effective this ____ day of _____, 2010, by and
7 between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange,
8 California 92863-1584, a public corporation of the state of California (hereinafter referred to as
9 "AUTHORITY"), and , , (hereinafter referred to as "CONSULTANT").

10 **WITNESSETH:**

11 **WHEREAS**, AUTHORITY requires assistance from CONSULTANT to provide federal legislative
12 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; and

17 **WHEREAS**, the AUTHORITY's Board of Directors approved this Agreement on _____;

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

20 **ARTICLE 1. COMPLETE AGREEMENT**

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

26 B. AUTHORITY's failure to insist in any one or more instances upon CONSULTANT's

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

ARTICLE 2. AUTHORITY DESIGNEE

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

ARTICLE 3. SCOPE OF WORK

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

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

Names

Functions

C. No person named in paragraph B of this Article, or his/her successor approved by AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should the services of any key person become no longer available to CONSULTANT, the resume and qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as

possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key person, unless CONSULTANT is not provided with such notice by the departing employee. AUTHORITY shall respond to CONSULTANT within seven (7) calendar days following receipt of these qualifications concerning acceptance of the candidate for replacement.

ARTICLE 4. TERM OF AGREEMENT

A. This Agreement shall commence on January 1, 2011 and shall continue in full force and effect through December 31, 2012, unless earlier terminated or extended as provided in this Agreement.

B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement for an additional twenty-four (24) months, commencing January 1, 2013, and continuing through December 31, 2014 ("Option Term"), and thereupon require CONSULTANT to continue to provide services, and otherwise perform, in accordance with Exhibit A and at the rates set forth in Article 5, "Payment".

C. AUTHORITY's election to extend this Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for AUTHORITY's convenience or CONSULTANT's default as provided elsewhere in the Agreement. The "maximum term" of this Agreement shall be the period commencing January 1, 2011 through December 31, 2014, which period encompasses the Initial Term and Option Term.

ARTICLE 5. PAYMENT

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

B. On a monthly basis, over the term of this Agreement, or until terminated as provided elsewhere in this Agreement, AUTHORITY shall pay CONSULTANT thirty (30) days in arrears for services performed the previous month. For services rendered, CONSULTANT shall be paid the following monthly rates:

<u>Term</u>	<u>Firm Fixed Monthly Rate</u>
Initial Term – 1/1/2011 through 12/31/2012	\$
Option Term – 1/1/2013 through 12/31/2014	\$

C. Work completed shall be documented in a monthly report prepared by CONSULTANT in sufficient detail to satisfy AUTHORITY, which shall accompany each invoice submitted by CONSULTANT.

D. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in duplicate to AUTHORITY's Accounts Payable office. Each invoice shall be accompanied by the monthly report specified in paragraph C of this Article. AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each invoice. Each invoice shall include the following information:

1. Agreement No. C-0-1602;
2. The time period covered by the invoice;
3. Total monthly invoice (including project-to-date cumulative invoice amount);
4. Monthly Report;
5. Certification signed by the CONSULTANT or his/her designated alternate that a)

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

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

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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: Carolina Coppolo

(714) 560 - 5615

ARTICLE 8. INDEPENDENT CONTRACTOR

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

ARTICLE 9. INSURANCE

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

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

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

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

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

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

B. Proof of such coverage, in the form of an insurance company issued policy endorsement and a broker-issued insurance certificate, must be received by AUTHORITY prior to commencement of any work. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective date of this Agreement with the AUTHORITY, its officers, directors, employees and agents designated as additional insured on the general and automobile liability. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the AUTHORITY.

C. CONSULTANT shall include on the face of the Certificate of Insurance the Agreement Number C-0-1602; and, the Contract Administrator's Name, Carolina Coppolo.

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

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ARTICLE 10. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 0-1602; (3) CONSULTANT's proposal dated ; (4) all other documents, if any, cited herein or incorporated by reference.

ARTICLE 11. CHANGES

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

ARTICLE 12. DISPUTES

A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by AUTHORITY's Director, Contracts Administration and Materials Management (CAMP), who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to CONSULTANT. The decision of the Director, CAMP, shall be final and conclusive.

B. The provisions of this Article shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, CONSULTANT shall be afforded an opportunity to be heard and

1 to offer evidence in support of its appeal.

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

8 **ARTICLE 13. TERMINATION**

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

14 B. AUTHORITY may terminate this Agreement for CONSULTANT's default if a federal or state
15 proceeding for the relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT
16 makes an assignment for the benefit of creditors, or if CONSULTANT breaches any term(s) or violates
17 any provision(s) of this Agreement and does not cure such breach or violation within ten (10) calendar
18 days after written notice thereof by AUTHORITY. CONSULTANT shall be liable for all reasonable costs
19 incurred by AUTHORITY as a result of such default including, but not limited to, reprocurement costs of
20 the same or similar services defaulted by CONSULTANT under this Agreement.

21 **ARTICLE 14. INDEMNIFICATION**

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

with or arising out of the performance of this Agreement.

ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

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

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

<u>Subcontractor Name/Addresses</u>	<u>Subcontractor Amounts</u>
	.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

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

ARTICLE 18. CODE OF CONDUCT

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

ARTICLE 19. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 20. EQUAL EMPLOYMENT OPPORTUNITY

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

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ARTICLE 21. 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 22. PROFESSIONAL CONFLICT OF INTEREST/PROHIBITION

A. If either CONSULTANT or AUTHORITY determines that a matter of professional conflict or potential conflict of interest has arisen during CONSULTANT's representation, which should not or could not be postponed until the conclusion of the representation, CONSULTANT or AUTHORITY shall immediately provide written notice detailing said conflict. A professional conflict of interest shall be deemed to have arisen when CONSULTANT is representing more than one client and CONSULTANT has taken or will take a position on behalf of another client that is contrary to AUTHORITY's policy position or direction. In that event, CONSULTANT shall immediately resolve the conflict by recusing itself from representation of AUTHORITY or other client on that matter.

B. CONSULTANT shall be prohibited from representing or lobbying for any party competing for a contract with AUTHORITY (either as a prime or a subcontractor).

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

1 such material. Nothing furnished to CONSULTANT, which is otherwise known to CONSULTANT or is
2 or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall
3 not use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project
4 in any professional publication, magazine, trade paper, newspaper, seminar or other medium without
5 the express written consent of AUTHORITY.

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

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

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

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

1 cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at
2 CONSULTANT's expense. If the use or sale of said item is enjoined as a result of such suit or claim,
3 CONSULTANT, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell
4 said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and
5 copyright indemnity thereto.

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

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

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

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

23 A. CONSULTANT agrees to establish and implement an alcohol and drug program that
24 complies with 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), which is attached to
25 this Agreement as Exhibit B. CONSULTANT agrees to produce any documentation necessary to
26 establish its compliance with sections 701-707.

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

ARTICLE 27. FORCE MAJEURE

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

This Agreement shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-0-1602 to be executed on the date first above written.

CONSULTANT

ORANGE COUNTY TRANSPORTATION AUTHORITY

By _____

By _____

Will Kempton
Chief Executive Officer

APPROVED AS TO FORM:

By _____

Kennard R. Smart, Jr.
General Counsel

APPROVED:

By _____

Kristine Leathers-Murray
Executive Director, Government Relations

EXHIBIT D

FORMS

PARTY DISCLOSURE FORM**Information Sheet****ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

The attached Party 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 Orange County Transportation Authority 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 Party 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 2 Cal. Adm. Code Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY
AND ITS AFFILIATED AGENCIES

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

Prime Firm's Name: _____

Party's Name: _____

Party's Address: _____

Street

City

State

Zip

Phone

Application or Proceeding

Title and Number: _____

Board Member(s) or Alternate(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Date: _____

Signature of Party and/or Agent

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Jerry Amante, Chairman

Patricia Bates, Vice Chairman

Art Brown, Director

Peter Buffa, Director

Bill Campbell, Director

Carolyn V. Cavecche, Director

William J. Dalton, Director

Richard Dixon, Director

Paul G. Glaab, Director

Don Hansen, Director

Allan Mansoor, Director

John Moorlach, Director

Janet Nguyen, Director

Curt Pringle, Director

Miguel Pulido, Director

Gregory T. Winterbottom, Director

PARTICIPANT DISCLOSURE FORM**Information Sheet****ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

The attached Participant Disclosure Form must be completed by participants in a proceeding involving a license, permit, or other entitlement for use. (Please see next page for definitions of these terms.)

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are a participant in a 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 you begin to actively support or oppose an application for license, permit, or other entitlement for use pending before the Orange County Transportation Authority or any of its affiliated agencies, and continues until three months after a final decision is rendered on the application or proceeding by the Board of Directors.

No board member or alternate may solicit or accept a campaign contribution of more than \$250 from you and/or your agency during this period if the board member or alternate knows or has reason to know that you are a participant.

- B. The attached disclosure form must be filed if you or your agent has contributed more than \$250 to any board member or alternate for the Orange County Transportation Authority or any of its affiliated agencies during the 12-month period preceding the beginning of your active support or opposition. (The disclosure form will assist the board members in complying with the law.)
- C. If you or your agent have made a contribution of more than \$250 to any board member or alternate during the 12 months preceding the decision in the proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the 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 participant in the proceeding.

The Participant Disclosure Form should be completed and filed with the proposal submitted by a party, or should be completed and filed the first time that you lobby in person, testify in person before, or otherwise directly act to influence the vote of the board members of the Orange County Transportation Authority or any of its affiliated agencies.

1. An individual or entity is a "participant" in a proceeding involving an application for a license, permit or other entitlement for use if:
 - a. The individual or entity is not an actual party to the proceeding, but does have a significant financial interest in the Orange County Transportation Authority's or one of its affiliated agencies' decision in the proceeding.

AND

- b. The individual or entity, directly or through an agent, does any of the following:
 - (1) Communicates directly, either in person or in writing, with a board member or alternate of the Orange County Transportation Authority or any of its affiliated agencies for the purpose of influencing the member's vote on the proposal;
 - (2) Communicates with an employee of the Orange County Transportation Authority or any of its affiliated agencies for the purpose of influencing a member's vote on the proposal; or
 - (3) Testifies or makes an oral statement before the Board of Directors of the Orange County Transportation Authority or any of its affiliated agencies.
2. 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.
3. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit, or other entitlement for use. If an agent acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar business entity or corporation, both the business entity or corporation and the individual are agents.

4. To determine whether a campaign contribution of more than \$250 has been made by a participant or his or her agent, contributions made by the participant within the preceding 12 months shall be aggregated with those made by the agent within the preceding 12 months or the period of the agency, whichever is shorter. Campaign contributions made to different members or alternates are not aggregated.
5. 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 and 2 Cal. Adm. Code Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY
AND ITS AFFILIATED AGENCIES

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

Prime's Firm Name: _____

Party's Name: _____

Party's Address: _____

Street

City

State

Zip

Phone

Application or Proceeding
Title and Number: _____

Board Member(s) or Alternate(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Date: _____

Signature of Party and/or Agent

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Jerry Amante, Chairman

Patricia Bates, Vice Chairman

Art Brown, Director

Peter Buffa, Director

Bill Campbell, Director

Carolyn V. Cavecche, Director

William J. Dalton, Director

Richard Dixon, Director

Paul G. Glaab, Director

Don Hansen, Director

Allan Mansoor, Director

John Moorlach, Director

Janet Nguyen, Director

Curt Pringle, Director

Miguel Pulido, Director

Gregory T. Winterbottom, Director

Status of Past and Present Contracts Form

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by an officer of the Offeror 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) Status of contract:	
2) Identify claims/litigation or settlements associated with the contract:	

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 _____
 Title _____

Date _____