

DRAFT REQUEST FOR PROPOSALS (RFP) 0-2620

PROGRAM MANAGEMENT CONSULTANT SERVICES FOR THE LOSSAN AGENCY



**ORANGE COUNTY TRANSPORTATION AUTHORITY
ON BEHALF OF:
LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR
AGENCY**

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

Key RFP Dates

Issue Date:	November 16, 2020
Pre-Proposal Conference Date:	November 19, 2020
Question Submittal Date:	November 24, 2020
Proposal Submittal Date:	December 16, 2020
Interview Date:	January 14, 2021

TABLE OF CONTENTS

SECTION I: INSTRUCTIONS TO OFFERORS	1
SECTION II: PROPOSAL CONTENT	9
SECTION III: EVALUATION AND AWARD	17
EXHIBIT A: SCOPE OF WORK.....	20
EXHIBIT B: PROPOSED AGREEMENT	21
EXHIBIT C: SAFETY SPECIFICATIONS	22
EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM	23
EXHIBIT E: CAMPAIGN CONTRIBUTION DISCLOSURE FORM	25
EXHIBIT F: RESTRICTIONS ON LOBBYING.....	30
EXHIBIT G: CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES.....	42
EXHIBIT H: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS.....	44
EXHIBIT I: PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL DOCUMENTS.....	46



NOTICE OF REQUEST FOR PROPOSALS

(RFP): 0-2620: "PROGRAM MANAGEMENT CONSULTANT SERVICES FOR THE LOSSAN AGENCY"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

On behalf of the Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Corridor Agency (Agency), the Orange County Transportation Authority (Authority) invites proposals from qualified consultants to provide Program Management Consultant Services for the LOSSAN Agency.

Offerors are advised that Authority is now accepting proposals electronically in response to this procurement.

Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before **2:00 p.m. on December 16, 2020**. Offerors are instructed to visit the link, select "RFP 0-2620" from the drop-down menu and follow the instructions as prompted to upload proposal. Proposals must be submitted electronically at the link stated above and by the specified date and time.

Proposals and supplemental information to proposals received after the date and time specified above will be rejected and returned to Offeror unopened.

To prevent potential conflicts of interest the firm, including all subconsultants (at any tier) awarded the contract for this solicitation, will be precluded from participating (at any tier) on engineering, technical services and/or construction-related work for projects which they will be overseeing on behalf of LOSSAN Agency. The LOSSAN Agency will evaluate potential conflicts of interest on a case-by-case basis.

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

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

To receive all further information regarding this RFP 0-2620, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category:

Professional Consulting

Professional Services

Construction

Services (General)

Rail Services

Commodity:

Architectural & Engineering

Design Consulting

Consultant Services - General

Consultant Services -

Transportation Planning

Environmental Consulting

Architect Services, Professional

Engineering - Architectural

Engineering - Civil

Engineering - Environmental

Engineering - General

Engineering - Right of Way

Engineering - Structural

Engineering Drawings

Environmental - Architectural

Impact Studies, Environmental

Railroad; Rapid Transit;

Monorail - Architectural

Construction Management

Services

Administration of Contracts:

Summary of Work, Quality

Control, Project Close

Program / Project Development

and Management Services

Rail - Inspection & Testing

Services

Rail - Landscaping Services

Rail - Property Management

Services

Security, Safety & Health
Equipment

Rail - Right of Way
Maintenance
Rail Systems Operations and
Management
Surveillance Systems

Railroad; Rapid Transit; Monorail -
Architectural

Due to the COVID-19 pandemic, an on-site pre-proposal conference will not be held. **A pre-proposal conference will be held via Skype on November 19, 2020, at 9:00 a.m.** Prospective Offerors may call-in using the following credentials:

- Call-in Number: 714-560-5666
- Conference ID: 29138

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

Offerors are asked to submit written statements of technical qualifications and describe in detail their work plan for completing the work specified in the Request for Proposal. **No Cost Proposal or estimate of work hours are to be included in this phase of the RFP process.**

The Authority has established **January 14, 2021**, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

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

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held, via Skype on **November 19, 2020, at 9:00 a.m.** Prospective Offerors may call-in using the following credentials:

- Call-in Number: 714-560-5666
- Conference ID: 29138

An on-site pre-proposal conference will not be held. A copy of the presentation slides and a pre-proposal registration sheet will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to call-in to 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 LOSSAN Agency's objectives.

C. ADDENDA

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

D. AUTHORITY CONTACT

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

Megan Bornman, Contract Administrator
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560. 5064, Fax: 714.560.5792
Email: mbornman@octa.net

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no proposer, subcontractor, lobbyist or agent hired by the proposer shall have any contact or communications regarding this RFP with any Authority's staff; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any proposer, subcontractor, lobbyist or agent hired by the proposer that engages in such prohibited communications may result in disqualification of the proposer at the sole discretion of the Authority. mbornman@octa.net

E. CLARIFICATIONS

1. Examination of Documents

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

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than **5:00 p.m., on November 24, 2020.**
- 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. The following method of delivering written questions is acceptable as long as the questions are received no later than the date and time specified above:

Email: mbornman@octa.net

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than **December 2, 2020**. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via U.S. Mail by emailing or faxing the request to Megan Bornman, Contract Administrator.

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

<u>Category:</u>	<u>Commodity:</u>
Professional Consulting	Architectural & Engineering Design Consulting Consultant Services - General Consultant Services - Transportation Planning Environmental Consulting
Professional Services	Architect Services, Professional Engineering - Architectural Engineering - Civil Engineering - Environmental Engineering - General Engineering - Right of Way Engineering - Structural Engineering Drawings Environmental - Architectural Impact Studies, Environmental Railroad; Rapid Transit; Monorail - Architectural
Construction	Construction Management Services
Services (General)	Administration of Contracts: Summary of Work, Quality Control, Project Close Program / Project Development and Management Services
Rail Services	Rail - Inspection & Testing Services Rail - Landscaping Services Rail - Property Management Services Rail - Right of Way Maintenance Rail Systems Operations and Management Surveillance Systems
Security, Safety & Health Equipment	

Inquiries received after 5:00 p.m. on November 24, 2020 will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Offerors are advised that Authority is now accepting proposals electronically in response to this procurement.

Proposals must be received by Authority at or before 2:00 p.m. on December 16, 2020, in accordance with the instructions below.

Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before 2:00 p.m. on December 16, 2020. Offerors are instructed to visit the link, select “RFP 0-2620” from the drop-down menu and follow the instructions as prompted to upload proposal. Proposals must be submitted electronically at the link stated above and by the specified date and time.

Proposals and supplemental information to proposals received after the date and time specified above will be rejected and returned to Offeror unopened.

2. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to issue a new RFP for the project.
- d. The Authority reserves the right to postpone proposal openings for its own convenience.
- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
- f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.

- g. Submitted proposals are not to be copyrighted.

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

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

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a time and expense contract with fully burdened labor rates and anticipated expenses for work specified in the Scope of Work, included in the RFP as Exhibit A.

L. CONFLICT OF INTEREST

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

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

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

M. PREVAILING WAGES

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et.seq., and all applicable Federal requirements respecting prevailing wages.

It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum wage schedules. The proposer to whom a contract for the work is awarded by the Authority shall comply with the provision of the California Labor Code, including, without limitation, the obligation to pay the general prevailing rates of wages in the locality in which the work is to be performed in accordance with, without limitation, Sections 1773.1, 1774, 1775 and 1776 of the California Labor Code governing employment of apprentices.

Copies of the prevailing rates of per diem wages are on file at the Authority's principal office at 550 S. Main Street, Orange, CA 92868 and are available to any interested party on request.

N. CODE OF CONDUCT

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

O. DEBARMENT & SUSPENSION:**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – PRIMARY PARTICIPANT AND LOWER-TIER PARTICIPANTS**

Unless otherwise permitted by law, any person or firm that is debarred, suspended, or voluntarily excluded, as defined in the Federal Transit Administration (FTA) Circular 2015.1, dated April 28, 1989, may not take part in any federally funded transaction, either as a participant or a principal, during the period of debarment, suspension, or voluntary exclusion. Accordingly, the Authority, acting on behalf of the district, may not enter into any transaction with such debarred, suspended, or voluntarily excluded persons or firms during such period.

A process has been established by 2 CFR Part 180, as adopted and supplemented by 2 CFR Part 1200 as a means to ensure that debarred, suspended, or voluntarily excluded persons or firms do not participate in Federally assisted projects. A person or firm that is unable to provide a positive certification as required by the solicitation must submit a complete explanation attached to the certification. FTA will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. Failure to furnish a certification or an explanation may disqualify that person or firm from participating in the project.

P. PROHIBITION

To prevent potential conflicts of interest the firm, including all subconsultants (at any tier) awarded the contract for this solicitation, will be precluded from participating (at any tier) on engineering, technical services and/or construction-related work for projects which they will be overseeing on behalf of LOSSAN Agency. The LOSSAN Agency will evaluate potential conflicts of interest on a case-by-case basis.

SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

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

2. Letter of Transmittal

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

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

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the

services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

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

b. Proposed Staffing and Project Organization

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

Offeror to:

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

c. Work Plan

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

Offeror to:

- (1) Describe the approach to completing the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- (3) Furnish a project schedule for completing the Scope of Work in terms of elapsed weeks.
- (4) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.

- (5) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (6) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

d. Exceptions/Deviations

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit B), using the form entitled "Proposal Exceptions and/or Deviations" included in this RFP. This Proposal Exceptions and/or Deviations form (Exhibit F) must be included in the original proposal submitted by the Offeror. If no technical or contractual exceptions and/or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit B). Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form (Exhibit F) or any technical and/or contractual exceptions after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

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

e. Public Records Act Indemnification

Proposals received by Authority are subject to the California Public Records Act, Government Code section 6250 et seq. (the "Act"), except as otherwise provided in the Act. Proposers should familiarize

themselves and exceptions thereto. In no event shall the Authority or any of its agents, representatives, consultants, directors, officers, or employees be liable to a Proposer for the disclosure of any materials or information submitted in response to the RFP. Proposers must complete and sign the Exhibit H, Public Records Act Indemnification – Proposal Documents, and submit it with the proposal. Failure to complete Exhibit I may cause the proposal to be deemed non-responsive to this RFP and may no longer continue in the evaluation process.

If a California Public Records Act request is received by Authority for the release of information identified by Proposer as propriety, trade secret, or confidential, the request will be referred to Proposer for review and consideration. If Proposer requests that the information be withheld from release, Proposer shall provide such request in writing with the legal basis under the Act for each requested withholding. Failure to notify the Authority in writing of its desire to withhold the records within three business days and/or to timely provide a legal basis for the withholding of documents, regardless of any marking or designation of such documents, shall constitute a waiver of any claims Proposer may have had related to such disclosure.

Authority will review the request, determine if the disclosure of the records is required by law, and notify Proposer of such determination. If Authority determines that the disclosure of records is required by law, Authority will notify Proposer of such determination and provide Proposer the opportunity to seek a protective order or other appropriate legal relief to protect the records.

Proposer shall defend and hold harmless Authority from any legal action arising from such withholding, as further detailed in Exhibit I, Public Records Act Indemnification – Proposal Documents.

4. Cost and Price Proposal

Offerors are asked to submit only the technical qualifications as requested in the RFP. **No cost proposal or work hours are to be included in this phase of the RFP process.** Upon completion of the initial evaluations and interviews, if conducted, the highest ranked Offeror will be asked to submit a detailed cost proposal and negotiations will commence based on both the cost and technical proposals.

5. Appendices

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

B. FORMS

1. Campaign Contribution Disclosure Form

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

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

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

2. Status of Past and Present Contracts Form

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

A separate form must be completed for each identified contract. Each form must be signed by the Offeror confirming that the information provided is true and accurate.

3. Safety Specifications (Exhibit C)

Offerors shall comply with Safety Specifications Level 1 as included in this RFP as Exhibit C, during the term of the awarded Agreement.

4. Certification of Restrictions on Lobbying

This form requires the Offeror to certify compliance with the lobbying requirements of 31 U.S.C. Section 1352 and the applicable regulations under 49 CFR part 19 and 20. (Required if the bid is equal or greater than \$100,000). The offeror is required to submit the Certification of Restrictions on Lobbying Form” and “Disclosure of Lobbying Activities Form”, in order for the offeror’s proposal to be responsive and to be considered for evaluation.

5. Disclosure of Lobbying Activities

This form requires the Offeror to disclose lobbying activities pursuant to the requirements of 31 U.S.C. Section 1352. If Offeror does not have any reportable activities to disclose, they shall check the box entitled “No Reportable Activities” on the attached Standard Form-LLL “Disclosure of Lobbying Activities” and complete Section 16 of the form in order for the offeror’s proposal to be responsive and to be considered for evaluation. The certifying official shall sign and date the form, print his/her name, title and telephone number.

6. Certification of Consultant, Commissions & Fees

In receiving federal funds, Offeror is required to complete the Certification of Consultant, Commissions and Fees form. This form is to be included with Offeror’s proposal.

7. Proposal Exceptions and/or Deviations Form

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

8. Public Records Act Indemnification Form

Offerors shall complete and sign the form entitled “Public Records Act Indemnification” provided in this RFP and submit it as part of the original proposal. Proposers must complete and sign either Option 1 or Option 2 whichever applies.

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** **35%**

 Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.

2. **Staffing and Project Organization** **40%**

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

3. **Work Plan** **25%**

 Depth of Offeror's understanding of LOSSAN Agency's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation among the tasks; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.

B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established **January 14, 2021**, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

At the conclusion of the evaluation process, the evaluation committee will recommend to the LOSSAN Board of Directors, the Offeror with the highest final ranking or a short list of top ranked firms within the competitive range whose proposal(s) is most advantageous to the LOSSAN Agency.

C. AWARD

The LOSSAN Agency will evaluate the proposals received and will submit the proposal considered to be the most competitive to the LOSSAN's Board of Directors for consideration and selection. At the same time the recommended Offeror will be asked to submit a sealed price proposal. In conjunction with its action of selecting a firm, the LOSSAN's Board of Directors will authorize staff to negotiate a contract price and other terms and conditions. The Board will also grant staff the ability to terminate negotiations with the selected Offeror if no satisfactory agreement can be reached and to begin negotiations with the next highest-ranked Offeror until a satisfactory agreement has been achieved.

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

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

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

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

EXHIBIT A: SCOPE OF WORK

Scope of Work
Program Management Consultant Services

I. Background

The Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Corridor Agency (Agency) is responsible for the management of the state-funded, Amtrak operated Pacific Surfliner intercity passenger rail service along the 351-mile corridor between San Diego and San Luis Obispo. The LOSSAN Agency is a joint powers authority originally formed in 1989 that works to increase ridership, revenue, capacity, reliability, coordination, and safety through the six-county coastal rail line. Since assuming full administration and management responsibility from the California Department of Transportation (Caltrans) in July 2015, the duties and responsibilities of the LOSSAN Agency have significantly expanded, especially in the areas of capital projects and grants management.

The LOSSAN Agency is seeking a qualified consultant to act as an extension of staff to help with managing the growing responsibilities of the LOSSAN Agency and a capital program that is currently just over \$300 million, which includes, but is not limited to, responsibility for coordinating with Amtrak and Caltrans on the planning, tracking and oversight of maintenance and overhaul programs of the rolling stock used on the Pacific Surfliner, applying for and managing various state and federal grants, managing contracts with third parties and host railroads, and managing or overseeing the planning, design and construction and implementation of various facility, technology, passenger communication and track infrastructure projects.

II. General Description of Services Required

CONSULTANT shall function as an extension of LOSSAN Agency's staff and assist LOSSAN Agency's staff by providing specialized services as required to effectively implement capital and service improvements for the Pacific Surfliner and along the LOSSAN rail corridor. CONSULTANT shall provide document control, project management and technical expertise on an as-needed basis, assistance in the oversight of project implementation, administration and schedule, and project controls. CONSULTANT's support shall include but not be limited to the following:

- Project Management assistance
- Project Study Reports, Environmental Review/ Compliance, and Preliminary Engineering for Projects
- Support of Signal, Trackwork, Station Improvements as needed
- Construction Management for minor capital Projects as directed by the LOSSAN Agency
- Host Railroad, Member Agency, and other consultants coordination
- Utility Coordination
- Preparation of Independent Cost Estimates/ Financial Plans
- Document Control
- Project Delivery Plans/ Schedule Monitoring

- Contract Management and Development of Cooperative Agreements and Memoranda of Understanding (MOUs) with Cities, including City coordination and review of Railroad Agreements
- Project Controls/ Invoice Review

CONSULTANT shall assist LOSSAN Agency's Project Managers and task leads and provide specialized technical expertise as needed. CONSULTANT's area of expertise shall include technical, design, and construction oversight. CONSULTANT shall have knowledge and expertise in the design of stations, track, bridge, rail and traffic signal, grade crossings, grade separation, passenger communications, grants, contract management, project controls and scheduling, operations analysis, and other related disciplines. CONSULTANT shall have a familiarity of passenger and freight rail in California and regulatory and/or funding requirements from various governing agencies including but not limited to Federal Transit Administration (FTA), Federal Railroad Administration (FRA), California Public Utilities Commission (CPUC), and other coordinating agencies. CONSULTANT shall have knowledge in the requirements governing California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), including various resource permitting agencies to deliver projects. The LOSSAN Agency will provide overall management and may contract directly with the host railroads along the LOSSAN rail corridor for specialized railroad signal and trackwork.

III. Specific Expertise

The CONSULTANT shall provide, personnel with the following technical expertise obtained from direct experience working on projects during the planning, conceptual design, preliminary engineering and construction engineering phases for the following types of work:

- Railroad infrastructure including elements such as right-of-way, grading, track, drainage, and retaining structures
- Tunnel, railroad bridge, pedestrian-railroad grade separations, highway-railroad grade crossings
- Passenger rail stations including elements such as buildings, platforms, canopies, signage, lighting, structure, safety, and security
- Passenger Information Display Systems (PIDS) and static signage located at stations and onboard trains
- Agreements and contracts (such as construction and maintenance agreements, project cooperative agreements, and relocation agreements) with private entities, public agencies, and public utilities
- Planning, coordination, and oversight of design, procurement, implementation, and maintenance for various types of video surveillance systems
- Passenger locomotive and passenger car repair facilities (shops) and layover/storage facilities

- Wi-Fi and other onboard passenger communication and information systems, including development and maintenance of accessible information dashboards that summarize system status.
- Project management and document control systems
- Locomotive and rolling stock procurement, rebuilding, rehabilitation, and maintenance inspections
- Passenger Rail Investment and Improvement Act (PRIIA) of 2008 and Section 209 related to state-supported services

IV. Scope of Services

CONSULTANT, under this contract, shall provide project and design oversight, construction management on minor projects or oversight, and various staff assistant services in support of the planning, development and implementation of capital improvement and rehabilitation projects initiated by the LOSSAN Agency and for projects initiated by third-party agencies that have a direct impact on the safety and service of the Pacific Surfliner service and support facilities. The Consultant and its subconsultants shall have experience planning and executing infrastructure projects on active Federal Railroad Administration (FRA) regulated mixed passenger or freight rail corridors.

CONSULTANT may be requested to provide project management; project engineering; coordination (interdisciplinary, third-party, etc.); resolution of issues; scheduling; budgeting; reporting; or technical assistance for projects in any phase or all phases of a project life cycle (planning, design, procurement, construction, and closeout).

The CONSULTANT shall assign a Project Manager to manage all aspects of the project. The CONSULTANT is further required to have internal management capability to effectively manage assignments and costs, and to produce factual and detailed backup of charges invoiced.

The CONSULTANT and subconsultant project management team shall have team members in key positions with knowledge of the railroad operating environment and with knowledge of the design, management and construction constraints and challenges associated with construction or rehabilitation projects on operating railroad corridors.

The CONSULTANT shall provide assistance to the LOSSAN Agency in areas that may include, but not limited to, the following:

a. Overall Program and Project Management Assistance

Project and design management activities may be performed in conjunction with consultants working under other LOSSAN Agency contracts and agreements. The CONSULTANT may be requested to provide oversight, support, or management for, but not limited to, the typical activities listed below:

1. *Project Planning and Funding*

- Assist with the development and preparation of strategic, long- and short-term and various other plans relevant to supporting service growth and capital improvements
- Identification of project needs and specific project objectives
- Perform operations simulation and analysis as needed
- Development of project concepts
- Development of new, or support of existing, asset management plans for infrastructure and rolling stock
- Development or review of cooperative agreements with third parties
- Preparation of project specific environmental constraints reports
- Review of third-party documents that may impact the LOSSAN rail corridor
- Assist with the tracking of state and federal grant opportunities for funding projects
- Assist in preparing grant applications for funding of specific projects
- Ensure compliance with project funding requirements

2. *Project Controls and Schedule Monitoring*

- Develop and maintain project schedules and reports using state-of-the art scheduling and reporting tools and practices
- Prepare progress status and grant funding reports
- Maintenance of project documentation per the established procedures or direction of the LOSSAN Agency
- Development and tracking of project risk assessment and risk management plans
- Assist with development of grant funding plans and tracking of grant balances
- Completion of project closeout activities as required for each project

3. *Conceptual Project Development*

- Preparation of project definition studies or project study reports
- Determination, evaluation, recommendation of alternatives
- Analysis of environmental impacts
- Preparation of statutory and categorical exemptions
- Support management of projects during design phases
- Review available information and develop preliminary assessments of various property parcels specific to planned projects
- Provide right of way engineering support
- Coordination of design projects across multiple disciplines

4. *Preliminary Engineering and Environmental Assessment*

- Assist with preparing preliminary engineering scope of work and schedules
- Prepare utility and other third-party agreements
- Support right-of-way analysis and acquisition efforts

- Coordinate preparation, review, and responses to special design consideration reports
- Assist in coordination of projects with other agencies, stakeholders and the public
- Prepare preliminary engineering designs and concepts as directed
- Assist with developing independent cost estimates for final design and construction phases
- Assist in the identification of alternatives for evaluation in environmental documents
- Assist with preparing and reviewing environmental documents and exclusions

5. *Final Design*

- Assist with reviewing previously prepared reports and preliminary engineering designs prepared by third parties or under other LOSSAN Agency contracts
- Prepare and coordinate utility agreement modifications and coordinate third-party utility work in advance of LOSSAN Agency led construction projects.
- Assist with the coordination of right-of-way acquisitions and temporary construction easements
- Review and coordinate responses to reports, plans, specifications, and estimates
- Coordinate review and responses to final design reports
- Assist in preparation or review of construction and maintenance agreements
- Coordinate with host railroads on design of other projects along the LOSSAN rail corridor

6. *Rehabilitation and Maintenance Project Management*

- Assist with producing, reviewing, and providing comments and/or cost estimates on various facility improvements
- Identification, prioritization, development or management of infrastructure or equipment rehabilitation projects
- Perform review of structural safety and construction engineering inspection reports
- Assist with performing rolling stock inspections and preparing inspection reports

b. Technical and Administrative Assistance

Various technical and administrative activities may be performed in conjunction with consultants working under other LOSSAN Agency contracts and agreements. CONSULTANT may be requested to provide technical support or administrative assistance for, but not limited to, the typical activities listed below:

1. *Administrative Assistance*

- Coordinate with LOSSAN Agency procurement staff in the various aspects of solicitations and contract award as needed, including responses to proposers' questions, and related addenda.
- Provide final documents, technical specifications, drawings and other relevant documents to LOSSAN Agency procurement staff to issue for bid.
- Assist with preparing draft board reports

2. *Technical Support*

- Assist with development and review of rail equipment specifications
- Perform strategic security management planning and design
- Provide meeting notices and minutes
- Prepare special reports and presentations for Board and external agencies
- Assist with managing the technical contractor for the Pacific Surfliner onboard Wi-Fi communication system.
- Management, updating and programming of various databases to track projects, equipment, funding and other items as directed.
- Keep accurate records of correspondence, reports, drawings, deliverables, and other project related documents and communications between the LOSSAN Agency, host railroads, member agencies, other consultants, and other stakeholders. Maintain project file documents.
- Develop, review and/or maintain project management, construction management (for minor capital projects) and quality management plans as needed and directed.
- Assist with host railroad / third party invoice review and processing
- Assist in coordination of projects with agencies such as Federal Transit Administration (FTA), Federal Railroad Administration (FRA), Federal Highway Administration (FHWA), California Public Utilities Commission (CPUC), California Department of Transportation, LOSSAN Agency member agencies and their counties, host railroads, and other stakeholders.
- Maintain and foster relationships with host railroads, utility companies, LOSSAN Member Agencies, Caltrans Division of Rail and Mass Transportation, Capitol Corridor Joint Powers Authority, San Joaquins Joint Powers Authority, Amtrak, and other consultants.

V. STAFFING

All CONSULTANT staff shall work in an integrated team relationship with the LOSSAN Agency's Project Manager, as well as with Amtrak, host railroads, cities, member agencies, and other consultants.

The level of effort required by the CONSULTANT under this contract is anticipated to be the full time equivalent (FTE) of two and one quarter persons per year. It is anticipated that the CONSULTANT's Project Manager will be required approximately one quarter of the time to support the LOSSAN Agency's Project

Manager and manage the contract; in addition, a half time documents controls person and a half time project controls person are expected to support the LOSSAN Agency's Project Manager. Technical expertise from various engineering disciplines will be required throughout the year on an as-needed basis (equivalent to approximately 1 FTE). The level of effort will be re-evaluated periodically based on funding availability and to assure that the appropriate level of support is maintained. The LOSSAN Agency will have sole discretion in defining and making changes in positions and tasks assigned to CONSULTANT during the term of this Agreement.

Estimated Level of Effort for this Agreement:

- Project Manager (¼ FTE)
- Project Controls (½ FTE)
- Document Controls / Contract Management (½ FTE)
- Technical Support and Oversight (1 FTE)

a. Key Staff Qualifications

Project Manager: The project manager shall oversee and monitor the development of LOSSAN Agency projects. The project manager will develop and monitor project budgets and schedules, review construction cost estimates, monitor compliance with the requirements of funding agencies, and represent the LOSSAN Agency at meetings with other consultants, contractors, other agencies, and the public. The project manager should have at least ten years of related experience in managing complex rail projects, knowledge of FTA / FRA / CPUC rules, regulations, and requirements, and knowledge of the California rail system.

Project Controls Specialist: The project controls specialist shall have experience in scheduling and monitoring projects, reviewing, and tracking project budgets and costs, cost estimating, analyzing contract changes, and in preparing project status reports. The project controls specialist shall have at least six years of experience in project controls, with a degree in a related area preferred.

Document Controls / Contract Manager: The document controls / contract manager position shall have experience performing project support tasks including maintaining contract files, interpreting contract payment terms and methods, reviewing and processing other consultant and contractor invoices, and interfacing with accounting personnel and systems. The project administrator shall have at least five years of related experience.

b. Location

While remote working is allowed on a day-to-day basis, the CONSULTANT can be provided temporary office space as needed for up to 2 individuals at a time at the LOSSAN Agency's administration facilities located at 600 S. Main Street, Orange,

California 92868 when in person meetings or tasks are necessary and approved by the LOSSAN Agency Project Manager.

c. On Site Temporary Office Space by Authority

The LOSSAN Agency will provide on a temporary basis office space, furniture, basic computer hardware and software, telephones, office supplies, and printing services to individuals who are required and have been authorized to work at the LOSSAN Agency's office in Orange, California.

VI. DELIVERABLES

Anticipated Deliverables

Consultant shall submit deliverables pertinent to tasks assigned by the LOSSAN Agency's Project Manager or designated task lead. It is anticipated that the deliverables may include, but are not limited to:

- Designs / Other consultant reviews
- Strategic planning reports / documents
- Environmental assessment reports
- Complete grant applications
- Project delivery plans
- Project management plans
- Project schedules
- Cost estimates
- Risk analysis documentation
- Railroad/ utility agreements
- Technical reports and studies
- Inspection reports
- Project status reports
- Staff reports
- QA/QC monitoring reports
- Procurement and contract management documents
- Cooperative agreements/Memorandums of Understanding
- Document control logs
- Project closeouts
- Graphics and visuals
- As determined

EXHIBIT B: PROPOSED AGREEMENT

1 **PROPOSED AGREEMENT NO. L-0-0015**

2 **BETWEEN**

3 **LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY**

4 **AND**

5 _____
6 **THIS AGREEMENT** is made and entered into this ____ day of _____, 2021 ("Effective Date"),
7 by and between the Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency, 550 South Main
8 Street, P.O. Box 14184, Orange, California 92863-1584, a joint powers authority of the State of California
9 (hereinafter referred to as "LOSSAN AGENCY"), and _____
10 (hereinafter referred to as "CONSULTANT").

11 **WITNESSETH:**

12 **WHEREAS**, LOSSAN AGENCY requires assistance from CONSULTANT to provide program
13 management consultant services; and

14 **WHEREAS**, said work cannot be performed by the regular employees of LOSSAN AGENCY;
15 and

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

18 **WHEREAS**, CONSULTANT wishes to perform these services; and

19 **WHEREAS**, the LOSSAN AGENCY's Board of Directors authorized this Agreement
20 on _____.

21 **NOW, THEREFORE**, it is mutually understood and agreed by LOSSAN AGENCY and
22 CONSULTANT as follows:

23 **ARTICLE 1. COMPLETE AGREEMENT**

24 A. This Agreement, including all exhibits and documents incorporated herein and made
25 applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of
26 this Agreement between LOSSAN AGENCY and CONSULTANT and it supersedes all prior

representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.

B. LOSSAN AGENCY'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 LOSSAN AGENCY'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 LOSSAN AGENCY except when specifically confirmed in writing by an authorized representative of LOSSAN AGENCY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

ARTICLE 2. AGENCY DESIGNEE

The Managing Director of LOSSAN AGENCY, or designee, shall have the authority to act for and exercise any of the rights of LOSSAN AGENCY 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 LOSSAN AGENCY 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 LOSSAN AGENCY.

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.

<u>Names</u>	<u>Functions</u>

C. No person named in paragraph B of this Article, or his/her successor approved by LOSSAN AGENCY, 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 LOSSAN AGENCY. 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 LOSSAN AGENCY for approval as soon

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

5 **ARTICLE 4. TERM OF AGREEMENT**

6 A. This Agreement shall commence upon execution by both parties, and shall continue in full
7 force and effect through _____, ("initial term") unless earlier terminated or extended as
8 provided in this Agreement.

9 B. LOSSAN AGENCY, at its sole discretion, may elect to extend the term of this Agreement up
10 to an additional twenty-four (24) months, commencing on _____ and continuing through
11 _____ ("option term"), and thereupon requires CONSULTANT to continue to provide services, and
12 otherwise perform, in accordance with Exhibit A, entitled "Scope of Work".

13 C. LOSSAN AGENCY's election to extend the Agreement beyond the Initial Term shall not
14 diminish its right to terminate the Agreement for LOSSAN AGENCY's convenience or CONSULTANT's
15 default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the
16 period extending from the commencement through _____, which period encompasses the Initial Term
17 and Option Term.

18 **ARTICLE 5. PAYMENT**

19 A. For CONSULTANT's full and complete performance of its obligations under this Agreement
20 and subject to the maximum cumulative payment obligation provisions set forth in Article 6, LOSSAN
21 AGENCY shall pay CONSULTANT on a Time and Expense basis in accordance with the following
22 provisions.

23 B. CONSULTANT shall invoice LOSSAN AGENCY on a monthly basis for payments
24 corresponding to the work actually completed by CONSULTANT. Work completed shall be documented
25 in a monthly progress report prepared by CONSULTANT, which shall accompany each invoice submitted
26 by CONSULTANT. LOSSAN AGENCY shall pay CONSULTANT at the hourly labor rates specified in

1 Exhibit B, entitled "Price Summary Sheet," which is attached to and by this reference, incorporated in and
2 made a part of this Agreement. These rates shall remain fixed for the term of this Agreement and are
3 acknowledged to include CONSULTANT's overhead costs, general costs, administrative costs and profit.
4 CONSULTANT shall also furnish such other information as may be requested by LOSSAN AGENCY to
5 substantiate the validity of an invoice.

6 C. As partial security against CONSULTANT's failure to satisfactorily fulfill all of its obligations
7 under this Agreement, LOSSAN AGENCY shall retain ten percent (10%) of the amount of each invoice
8 submitted for payment by CONSULTANT. All retained funds shall be released by LOSSAN AGENCY
9 and shall be paid to CONSULTANT within sixty (60) calendar days of payment of final invoice, unless
10 LOSSAN AGENCY elects to audit CONSULTANT's records in accordance with Article 16 of this
11 Agreement. If LOSSAN AGENCY elects to audit, retained funds shall be paid to CONSULTANT within
12 thirty (30) calendar days of completion of such audit in an amount reflecting any adjustment required by
13 such audit. During the term of the Agreement, at its sole discretion, LOSSAN AGENCY reserves the right
14 to release all or a portion of the retained amount based on CONSULTANT'S satisfactory completion of
15 certain milestones. CONSULTANT shall invoice LOSSAN AGENCY for the release of the retention in
16 accordance with Article 5.

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

- 23 1. Agreement No. L-0-0015;
- 24 2. Specify the effort for which the payment is being requested;
- 25 3. The time period covered by the invoice;
- 26 4. Labor (staff name, hours charged, hourly billing rate, current charges, and

1 cumulative charges) performed during the billing period;

2 5. Total monthly invoice (including project-to-date cumulative invoice amount); and
3 retention;

4 6. Itemized expenses including support documentation incurred during the billing
5 period;

6 7. Monthly Progress Report;

7 8. Certification signed by the CONSULTANT or his/her designated alternate that a)
8 The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup
9 information included with the invoice is true, complete and correct in all material respects; c) All payments
10 due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to
11 subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The
12 invoice does not include any amount which CONSULTANT intends to withhold or retain from a
13 subcontractor or supplier unless so identified on the invoice.

14 9. CONSULTANT shall also furnish such other information as may be requested by
15 LOSSAN AGENCY to substantiate the validity of an invoice, including a current payroll register and or an
16 offer of employment for personnel performing work under the classifications which are subject to pay
17 ranges as listed in Exhibit B, "Schedule I- Hourly Range Schedule for Direct Labor by Classification" in
18 order to receive reimbursement for hours worked. Reimbursement for labor hours incurred by personnel
19 designated by a classification, shall be made after LOSSAN AGENCY's review of the actual personnel's
20 pay register, and verification that the actual pay falls within the specified range for that classification. If
21 an actual pay rate exceeds the maximum of the range, CONSULTANT will be reimbursed at the
22 maximum of the range. At its sole discretion, LOSSAN AGENCY may decline to make full payment until
23 such time as CONSULTANT has documented to LOSSAN AGENCY's satisfaction, that CONSULTANT
24 has fully completed all work required. LOSSAN AGENCY's payment in full for any work completed shall
25 not constitute LOSSAN AGENCY's final acceptance of CONSULTANT'S work.

26 /

1 a) CONSULTANT agrees that billing for personnel under the Exhibit B "Schedule I- Hourly
2 Range Schedule for Direct Labor by Classification" is to be used on a temporary basis,
3 limited to a maximum period of six (6) continuous months for each personnel working
4 under the "Hourly Range Schedule for Direct Labor by Classification". Personnel
5 working or proposed to work on a continuous basis for a period of six (6) continuous
6 months or more are not considered temporary and must be added as named personnel
7 with a specific hourly billing rate as last billed under their classification.

8 b) CONSULTANT agrees that all personnel billing under all these labor schedules in
9 Exhibit B, are subject to the annual escalation rate allowable under this Agreement.
10 This is a maximum escalation rate that LOSSAN AGENCY will reimburse
11 CONSULTANT for named personnel and classifications.

12 c) CONSULTANT agrees that personnel proposed to work and bill under any of the labor
13 schedules in Exhibit B must be approved in writing by the LOSSAN AGENCY's Project
14 Manager prior to start of work.

15 E. For classifications added to the Exhibit B, "Schedule I-Hourly Range Schedule for Direct Labor
16 by Classification" through Amendments, raw billing ranges must be based on current year's actual
17 salaries, and the corresponding fully burdened ranges must be provided by CONSULTANT.

18 **ARTICLE 6. PROMPT PAYMENT CLAUSE**

19 A. LOSSAN AGENCY has adopted a prompt payment provision on all U.S. DOT-assisted
20 contracts to facilitate timely payment to all subconsultants in accordance with regulatory mandates.
21 Pursuant to 49 CFR Part 26.29, LOSSAN AGENCY will include the following clause in each U.S. DOT-
22 assisted contract:

23 B. "CONTRACTOR agrees to pay each subconsultant under this Contract for satisfactory
24 performance of its contract no later than seven (7) days from the receipt of each payment CONSULTANT
25 receives from LOSSAN AGENCY. CONSULTANT agrees further to return retainage payments to each
26 subconsultant within thirty (30) days after receiving payment for work satisfactorily completed and

1 accepted including incremental acceptances of portions of the Agreement work by LOSSAN AGENCY.
2 Any delay or postponement of payment from the above referenced time frame may take place only for
3 good cause and with LOSSAN AGENCY's prior written approval." CONSULTANT shall incorporate this
4 clause verbatim, set forth above, in all subcontract, broker, dealer, vendor, supplier, purchase order or
5 other source agreements issued to both DBE and non-DBE firms.

6 C. Any violation of the provisions listed above shall subject the violating CONSULTANT to the
7 penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and
8 Professions Code. This requirement shall not be construed to limit or impair any contractual,
9 administrative or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of
10 a dispute involving late payment or nonpayment by CONSULTANT; deficient subconsultant performance
11 and/or noncompliance by a subconsultant.

12 D. Failure to comply with this provision without prior approval from LOSSAN AGENCY will
13 constitute noncompliance, which may result in the application of appropriate administrative sanctions,
14 including, but not limited to, a penalty of two percent (2%) of the invoice amount due per month, for every
15 month that full payment is not made.

16 **ARTICLE 7. MAXIMUM OBLIGATION**

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

22 **ARTICLE 8. NOTICES**

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

To CONSULTANT:

To LOSSAN AGENCY:

Los Angeles-San Diego-San Luis Obispo Rail
Corridor Agency
550 South Main Street
P.O. Box 14184

Orange, California 92863-1584

ATTENTION:

ATTENTION: Megan Bornman

Contract Administrator

E-mail:

E-mail: mbornman@octa.net

Tel:

Tel: (714) 560-5064

Cc: James Campbell

LOSSAN Program Manager

E-mail: jcampbell@octa.net

Tel: (714) 560-5390

ARTICLE 9. INDEPENDENT CONTRACTOR

A. CONSULTANT's relationship to LOSSAN AGENCY 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 LOSSAN AGENCY. CONSULTANT shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

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

ARTICLE 10. 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 LOSSAN AGENCY, 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 a certificate of insurance, with the LOSSAN AGENCY, its officers, directors, employees and agents, designated as additional insureds as required by contract. In addition, provide an insurance policy blanket additional insured endorsement. Both documents must be received by LOSSAN AGENCY prior to commencement of any work. Proof of insurance coverage must be received by LOSSAN AGENCY within ten (10) calendar days from the effective date of this Agreement. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by LOSSAN AGENCY. Furthermore, LOSSAN AGENCY reserves the right to request certified copies of all related insurance policies.

C. CONSULTANT shall include on the face of the Certificate of Insurance the Agreement No. L-0-0015; and, the Contract Administrator's Name, Megan Bornman.

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.

/

1 E. CONSULTANT shall be required to immediately notify LOSSAN AGENCY of any
2 modifications or cancellation of any required insurance policies.

3 **ARTICLE 11. ORDER OF PRECEDENCE**

4 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:
5 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of
6 RFP 0-2620; (3) CONSULTANT's proposal dated _____; (4) all other documents, if any, cited
7 herein or incorporated by reference.

8 **ARTICLE 12. CHANGES**

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

17 B. CONSULTANT shall only commence work covered by an amendment after the amendment
18 is executed by LOSSAN AGENCY.

19 **ARTICLE 13. DISPUTES**

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

26 /

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

ARTICLE 14. TERMINATION

A. LOSSAN AGENCY may terminate this Agreement for its convenience at any time, in whole or part, by giving CONSULTANT written notice thereof. Upon termination, LOSSAN AGENCY shall pay CONSULTANT its allowable costs incurred to date of that portion terminated. Said termination shall be construed in accordance with the provisions of CFR Title 48, Chapter 1, Part 49, of the Federal Acquisition Regulation (FAR) and specific subparts and other provisions thereof applicable to termination for convenience. If LOSSAN AGENCY sees fit to terminate this Agreement for convenience, said notice shall be given to CONSULTANT in accordance with the provisions of the FAR referenced above and Article 8, herein. Upon receipt of said notification, CONSULTANT agrees to comply with all applicable provisions of the FAR pertaining to termination for convenience.

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

/

ARTICLE 15. INDEMNIFICATION

CONSULTANT shall indemnify, defend, and hold harmless LOSSAN AGENCY, its officers, directors, employees and agents from and against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement) for any loss, costs, penalties, fines, damages, bodily injuries, including death, damage to or loss of use of property, arising out of, resulting from, or in connection with the performance of CONSULTANT, its officers, directors, employees, agents, subconsultants or suppliers under the Agreement. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify LOSSAN AGENCY, its officers, directors, employees and agents shall not apply to such claims or liabilities arising from the sole or active negligence or willful misconduct of LOSSAN AGENCY.

ARTICLE 16. 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 LOSSAN AGENCY. Consent by LOSSAN AGENCY shall not be deemed to relieve CONSULTANT of its obligations to comply fully with all terms and conditions of this Agreement.

B. LOSSAN AGENCY hereby consents to CONSULTANT's subcontracting portions of the Scope of Work to the parties identified below for the functions described below. CONSULTANT shall include in the subcontract agreement the stipulation that CONSULTANT, not LOSSAN AGENCY, 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 LOSSAN AGENCY, its officers, directors, employees or sureties for nonpayment by CONSULTANT.

<u>Subcontractor Name/Addresses</u>	<u>Subcontractor Function</u>

/

ARTICLE 17. AUDIT AND INSPECTION OF RECORDS

CONSULTANT shall provide LOSSAN AGENCY, the U.S. Department of Transportation (DOT), the Comptroller General of the United States, or other agents of LOSSAN AGENCY, such access to CONSULTANT's accounting books, records, payroll documents and facilities of the CONSULTANT which are directly pertinent to this Agreement for the purposes of examining, auditing and inspecting all accounting books, records, work data, documents and activities related hereto. 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 LOSSAN AGENCY. LOSSAN AGENCY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors identified in Article 16 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 18. 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, CONSULTANT is unable, or potentially unable, to render impartial assistance or advice to LOSSAN AGENCY; CONSULTANT's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or CONSULTANT has an unfair competitive advantage. CONSULTANT is obligated to fully disclose to LOSSAN AGENCY in writing Conflict of Interest issues as soon as they are known to CONSULTANT. All disclosures must be submitted in writing to LOSSAN AGENCY pursuant to the Notice provision herein. This disclosure requirement is for the entire term of this Agreement.

ARTICLE 19. CODE OF CONDUCT

CONSULTANT agrees to comply with LOSSAN AGENCY'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 20. PROHIBITION ON PROVIDING ADVOCACY SERVICES

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

ARTICLE 21. 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 22. 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.

ARTICLE 23. CIVIL RIGHTS ASSURANCE

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

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

/

1 B. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the
2 Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and
3 retention of subcontractors, including procurements of materials and leases of equipment. The
4 CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section
5 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth
6 in Appendix B of the Regulations.

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

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

20 E. Sanctions for Noncompliance: In the event of the CONSULTANT's noncompliance with
21 nondiscrimination provisions of this Agreement, the LOSSAN AGENCY shall impose Agreement
22 sanctions as it may determine to be appropriate, including, but not limited to:

- 23 1. Withholding of payments to the CONSULTANT under the Agreement until the CONSULTANT
24 complies; and/or
- 25 2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

26 F. Title VI of the Civil Rights Act: In determining the types of property or services to acquire, no

person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance in violation of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sections 2000d et seq. and DOT regulations, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21. In addition, FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for FTA Recipients," 05-13-07, provides FTA guidance and instructions for implementing DOT's Title VI regulations.

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

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

ARTICLE 24. PROHIBITED INTERESTS

CONSULTANT covenants that, for the term of this Agreement, no director, member, officer or employee of LOSSAN AGENCY 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.

/

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

3 **ARTICLE 25. OWNERSHIP OF REPORTS AND DOCUMENTS**

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

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

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

24 **ARTICLE 26. PATENT AND COPYRIGHT INFRINGEMENT**

25 A. In lieu of any other warranty by LOSSAN AGENCY or CONSULTANT against patent or
26 copyright infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense

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

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

ARTICLE 27. FINISHED AND PRELIMINARY DATA

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

1 subject to the provisions of the Freedom of Information Act, 5 USC 552.

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

9 **ARTICLE 28. DESIGN WITHIN FUNDING LIMITATIONS**

10 A. In order to ensure the accuracy of the construction budget for the benefit of the public works
11 bidders and LOSSAN AGENCY's budget process, CONSULTANT shall accomplish the design services
12 required under this Agreement so as to permit the award of a contract, for the construction of the facilities
13 designed at a price that does not exceed the estimated construction contract price as set forth by
14 LOSSAN AGENCY. When bids or proposals for the construction contract are received that exceed the
15 estimated price, CONSULTANT shall perform such redesign and other services as are necessary to
16 permit contract award within the funding limitation. These additional services shall be performed at no
17 increase in the price for which the services were specified. However, CONSULTANT shall not be required
18 to perform such additional services at no cost to LOSSAN AGENCY if the unfavorable bids or proposals
19 are the result of conditions beyond its reasonable control.

20 B. CONSULTANT will promptly advise LOSSAN AGENCY if it finds that the project being
21 designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility
22 within these limitations. Upon receipt of such information, LOSSAN AGENCY will review
23 CONSULTANT's revised estimate of construction cost. LOSSAN AGENCY may, if it determines that the
24 estimated construction contract price is so low that award of a construction contract not in excess of such
25 estimate is improbable, authorize a change in scope or materials as required to reduce the estimated
26 construction cost to an amount within the estimated construction contract price set forth by LOSSAN

AGENCY, or LOSSAN AGENCY may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, LOSSAN AGENCY shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance within the funding limitation.

ARTICLE 29. REQUIREMENTS FOR REGISTRATION OF DESIGNERS

All design and engineering work furnished by CONSULTANT shall be performed by or under the supervision of persons licensed to practice architecture, engineering or surveying (as applicable) in the State of California, by personnel who are careful, skilled, experienced and competent in their respective trades or professions, who are professionally qualified to perform the work in accordance with the contract documents and who shall assume professional responsibility for the accuracy and completeness of the design documents and construction documents prepared or checked by them.

ARTICLE 30. COVENANT AGAINST CONTINGENT FEES

CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant; to solicit or secure this Agreement; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award, or formation of this Agreement. For breach or violation of this warranty, the LOSSAN AGENCY shall have the right to annul this Agreement without liability, or at its discretion; to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 31. LOBBYING

CONSULTANTS who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying". Each tier certifies to the above that it will not or has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract,

1 grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any
2 registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on
3 its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31
4 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

5 **ARTICLE 32. HEALTH AND SAFETY REQUIREMENTS**

6 CONSULTANT shall comply with all the requirements set forth in Exhibit __, titled "Level 1
7 SAFETY SPECIFICATIONS." As used therein, "Contractor" shall mean "Consultant," and "Subcontractor"
8 shall mean "Sub-consultant."

9 **ARTICLE 33. CONTRACTOR PURCHASED EQUIPMENT**

10 A. If during the course of this Agreement, additional equipment is required, which will be paid for
11 by the LOSSAN AGENCY, CONSULTANT must request prior written authorization from the LOSSAN
12 AGENCY's project manager before making any purchase. As part of this purchase request,
13 CONSULTANT shall provide a justification for the necessity of the equipment or supply and submit copies
14 of three (3) competitive quotations. If competitive quotations are not obtained, CONSULTANT must
15 provide the justification for the sole source.

16 B. CONSULTANT shall maintain an inventory record for each piece of equipment purchased
17 that will be paid for by the LOSSAN AGENCY. The inventory record shall include the date acquired, total
18 cost, serial number, model identification, and any other information or description necessary to identify
19 said equipment or supply. A copy of the inventory record shall be submitted to the LOSSAN AGENCY
20 upon request.

21 C. At the expiration or termination of this Agreement, CONSULTANT may keep the equipment
22 and credit LOSSAN AGENCY in an amount equal to its fair market value. Fair market value shall be
23 determined, at CONSULTANT's expense, on the basis of an independent appraisal. CONSULTANT may
24 sell the equipment at the best price obtainable and credit LOSSAN AGENCY in an amount equal to the
25 sales price. If the equipment is to be sold, then the terms and conditions of the sale must be approved in
26 advance by LOSSAN AGENCY's project manager.

D. Any subconsultant agreement entered into as a result of this Agreement shall contain all provisions of this clause.

ARTICLE 34. PRIVACY ACT

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

ARTICLE 35. INCORPORATION OF FTA TERMS

All contractual provisions required by Department of Transportation (DOT), whether or not expressly set forth in this document, as set forth in Federal Transit Administration (FTA) Circular 4220.1F, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any requests, which would cause LOSSAN AGENCY to be in violation of the FTA terms and conditions.

ARTICLE 36. FEDERAL CHANGES

CONSULTANT shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement between the LOSSAN AGENCY and FTA, as they may be amended or promulgated from time to time during this Agreement. CONSULTANT's failure to comply shall constitute a material breach of contract.

ARTICLE 37. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

LOSSAN AGENCY and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying

1 Agreement, absent the express written consent by the Federal Government, the Federal Government is
2 not a party to this Agreement and shall not be subject to any obligations or liabilities to the LOSSAN
3 AGENCY, CONSULTANT, or any other party (whether or not a party to this Agreement) pertaining to any
4 matter resulting from the underlying Agreement. CONSULTANT agrees to include these requirements
5 in all of its subcontracts.

6 **ARTICLE 38. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND**
7 **RELATED ACTS**

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

17 B. CONSULTANT also acknowledges that if it makes, or causes to be made, a false, fictitious,
18 or fraudulent claim, statement, submission, or certification to the Federal Government under an
19 agreement connected with a project that is financed in whole or part with Federal assistance awarded by
20 FTA under the authority of 49 U.S.C. §5307 et seq., the Government reserves the right to impose the
21 penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n) (1) et seq. on the CONSULTANT, to the extent the
22 Federal Government deems appropriate. CONSULTANT agrees to include this requirement in all of its
23 subcontracts.

24 **ARTICLE 39. RECYCLED PRODUCTS**

25 CONSULTANT shall comply with all the requirements of Section 6002 of the Resource
26 Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the

1 regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement
2 of the items designated in subpart B of 40 CFR Part 247. CONSULTANT agrees to include this
3 requirement in all of its subcontracts.

4 **ARTICLE 40. ENERGY CONSERVATION REQUIREMENTS**

5 CONSULTANT shall comply with mandatory standards and policies relating to energy efficiency,
6 which are contained in the state energy conservation plan issued in compliance with the Energy Policy
7 Conservation Act.

8 **ARTICLE 41. CLEAN AIR**

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

14 **ARTICLE 42. CLEAN WATER REQUIREMENTS**

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

20 **ARTICLE 43. FLY AMERICA REQUIREMENT**

21 CONSULTANT agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance
22 with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that
23 recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air
24 carriers for the U.S. Government-financed international air travel and transportation of their personal
25 effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter
26 of necessity, as defined by the Fly America Act. CONSULTANT shall submit, if a foreign air carrier was

1 used, an appropriate certification or memorandum adequately explaining why service by a U.S. carrier
2 was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a
3 certificate of compliance with the Fly America requirements. CONSULTANT agrees to include the
4 requirements of this section in all subcontracts that may involve international air transportation.

5 **ARTICLE 44. SEISMIC SAFETY REQUIREMENTS**

6 CONSULTANT agrees that any new building or addition to an existing building will be designed
7 and constructed in accordance with the standards for Seismic Safety required in Department of
8 Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent
9 required by the regulation. CONSULTANT also agrees to ensure that all work performed under this
10 contract including work performed by a subcontractor is in compliance with the standards required by the
11 Seismic Safety Regulations and the certification of compliance issued on the project.

12 **ARTICLE 45. DEBARMENT AND SUSPENSION**

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

17 **ARTICLE 46. PROHIBITION**

18 To prevent potential conflicts of interest CONSULTANT, including all subconsultants (at any tier),
19 are precluded from participating (at any tier) on engineering, technical services and/or construction-
20 related work for projects which they are overseeing on behalf of LOSSAN AGENCY. The LOSSAN
21 AGENCY will evaluate potential conflicts of interest on a case-by-case basis throughout the term of this
22 Agreement.

23 **ARTICLE 47. FORCE MAJEURE**

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. L-0-0015 to be executed as of the date of the last signature below.

CONSULTANT

**LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL
CORRIDOR AGENCY**

By _____

By _____

Donna DeMartino
Managing Director

Date: _____

Date: _____

APPROVED AS TO FORM:

By _____

James M. Donich
General Counsel

Date: _____

EXHIBIT C: SAFETY SPECIFICATIONS

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

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

1.2 REGULATORY

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

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

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

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

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

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

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

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

4. Significant Near Miss Incident: includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

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

1.5 PERSONAL PROTECTIVE EQUIPMENT

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

1.6 REFERENCES

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

END OF SECTION

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM

STATUS OF PAST AND PRESENT CONTRACTS FORM

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

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

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

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

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

Name

Signature

Title

Date

EXHIBIT E: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

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

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

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

LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

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

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

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

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

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

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

Print Firm Name

Print Name of Contributor

**LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY
AND AFFILIATED AGENCIES**

Board of Directors

Al Murray, Chairman
Dana Reed, Vice Chairman
Priya Bhat-Patel, Director
Laurie Davies, Director
Mary Lou Echternach, Director
Jewel Edson, Director
John Fasana, Director
Caylin Frank, Director
Kyle Gradinger, Director
Gregg Hart, Director
Ellie Haviland, Director
Jeff Lee, Director
Bryan MacDonald, Director
Ron Morrison, Director
Cathy Murillo, Director
Mark A. Murphy, Director
Andy Pease, Director
David Perry, Director
Bill Sandke, Director
Tim Shaw, Director
Fred Strong, Director
Jess Talamantes, Director
Alan D. Wapner, Director
Jim White, Director

EXHIBIT F: RESTRICTIONS ON LOBBYING

CERTIFICATION
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS

A. DEFINITIONS

1. Authority, as used in this clause, means the Orange County Transportation Authority, acting on behalf of the Orange County Transit District.
2. Covered Federal action, as used in this clause, means any of the following Federal actions:
 - a. The awarding of any Federal contract.
 - b. The making of any Federal grant.
 - c. The making of any Federal loan.
 - d. The entering into of any cooperative agreement.
 - e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. Indian tribe and tribal organization, as used in this clause, have the meaning provided in Section 450b of the Indian self-determination and Education Assistance Act (25 U.S.C. 450) and include Alaskan Natives.
4. Influencing or attempting to influence, as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.
5. Local government, as used in this clause, means a unit of government in a State and, if chartered, established, or other were recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.
6. Officer or employee of an agency, as used in this clause, includes the following individuals who are employed by an agency:
 - a. An individual who is appointed to a position in the Government under title 5, United States code, including a position under a temporary appointment.
 - b. A member of the uniformed services, as defined in the subsection

101(3), Title 37, United States Code.

- c. A special Government employee, as defined in Section 202, Title 18, United States Code.
 - d. An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, Appendix section 3.
- 7. Person, as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
 - 8. Reasonable compensation, as used in this clause, means with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.
 - 9. Reasonable payment, as used in this clause means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.
 - 10. Recipient, as used in this clause, includes the CONSULTANT and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
 - 11. Regularly employed, as used in this clause, means, with respect to an officer or employee of a person requesting or receiving by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.
 - 12. State, as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State regional or interstate entity having governmental duties and powers.

B. PROHIBITIONS

1. Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or, the modification of any Federal contract, grant, loan, or cooperative agreement.
2. The Act also requires consultant to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement.
3. The prohibitions of the Act do not apply under the following conditions:
 - a. Agency and legislative liaison by own employees.
 - (1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
 - (2) For purposes of paragraph C.3.a.(1) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
 - (3) The following agency and legislative liaison activities are permitted any time where they are not related to a specific solicitation for any covered Federal action:

Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities.

Technical discussions and other activities regarding the application of adaptation of the person's products or services for an agency's use.
 - (4) The following agency and legislative liaison activities are

permitted where they are prior to formal solicitation of any covered Federal action:

Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,

Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507, and subsequent amendments.

- (5) Only those services expressly authorized by paragraph C.3.a.(1) of this clause are permitted under this clause.

b. Professional and technical services

- (1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of:

A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as condition for receiving that Federal action.

Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application or that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include contractors and trade associations.

- (2) For purposes of paragraph C.3.a.(1) of this clause, professional and technical services shall be limited to advise and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or

proposal is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission, or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.

- (3) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
- (4) Only those services expressly authorized by paragraph C.3.a.(1) and (2) of this clause are permitted under this clause.
- (5) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

c. Disclosure

- (1) The consultant who requests or receives from an agency a Federal contract shall file with that agency a disclosure form OMB standard form LLL, Disclosure of Lobbying Activities, (Attachment to the bid package) if such person has made or had agreed to made any payment using non appropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph B.1. of this clause, if paid for with appropriated funds.
- (2) The consultant shall file a disclosure form at the end of each

calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph II.A. of this clause. An event that materially affects the accuracy of the information reported includes:

A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

- (3) The consultant shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime consultant. The prime consultant shall submit all disclosures to the District at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding consultant.

d. Agreement

The consultant agrees not to make any payment prohibited by this clause.

e. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (2) Consultants may relay without liability on the representation made by their subcontractors in the certification and disclosure forms.

f. Cost Allowability:

Nothing in this clause is to be interpreted to make allowable or reasonable any costs, which will otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provisions.

**CERTIFICATION OF
RESTRICTIONS ON LOBBYING**

I, _____, hereby certify on behalf (name of bidder/offeror) of _____ that:
(Firm name)

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence making lobbying contracts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. If bidder/offeror does not have any reportable activities to disclose, they shall check the box entitled "No Reportable Activities" on the attached Standard Form-LLL "Disclosure of Lobbying Activities" and complete Section 16 of the form. The certifying official shall sign and date the form, print his/her name, title and telephone number.
4. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The bidder/offeror, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the bidder/offeror understands and agrees that the provisions of 31 U.S.C. 3801, et seq. apply to this certification and disclosure, if any.

Executed this _____ day of _____, 20__

By _____
(Signature of authorized official)

(Title of authorized official)

☐ **NO REPORTABLE ACTIVITIES** (Bidder/Offeror required to complete Section 16 below.)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by
OMB
003480045

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material changes For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) SF - LLL - A if necessary)		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other specify: _____	
12. Forum of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify nature: _____ value: _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s) or Member(s) contracted for Payment indicated in Item, 11: (attach Continuation Sheet(s) SF-LLL-A if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by Code 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.	Signature: _____ Print name: _____ Title: _____ Telephone No: _____ Date: _____	
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This DISCLOSURE FORMS SHALL BE COMPLETED BY the reporting entity, whether Subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address city, state, and zip code of the prime Federal recipient. Include Congressional District.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency, name if known. For example, Department of Transportation, United State Coast Guard.
7. Enter the Federal program name for description of the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a.). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Office of Management and Budget Paperwork Reduction Project (0348-0446), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction

EXHIBIT G: CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the _____, and duly authorized representative of the firm of _____, whose address is _____, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this contract.

I acknowledge that this Certificate is subject to applicable state and federal laws, both criminal and civil.

(Date)

(Signature)

EXHIBIT H: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

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

Offeror:_____

RFP No.:_____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

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

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

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:

**EXHIBIT I: PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL
DOCUMENTS**

PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL DOCUMENTS

Offeror is required to submit one copy of the completed and signed form as part of its proposal and it should be included only in the original proposal. Offeror shall complete either Option 1 or Option 2 which ever applies.

Option #1: Public Records Act Indemnification Agreement

By signing below, the Proposer agrees as follows regarding its Proposal:

If Authority receives a Public Records Act request (Government Code sections 6250 et seq.) which seeks any portion of Proposer's proposal that the Proposer has marked as "confidential", "trade secret", "proprietary", "not subject to disclosure", or similar designation (the "PRA Documents"), the Authority will notify the Proposer of the request. The Proposer shall, within three business days of such notification from the Authority, inform the Authority as to whether it desires the PRA Documents to be withheld, and shall thereafter timely provide a legal basis for each such requested withholding. If the Authority determines to withhold the PRA Documents, Proposer shall indemnify and defend Authority from any and all costs or liabilities resulting from such withholding including, but not limited to, attorney fees and court costs.

Proposer shall pay all costs, immediately as they come due, pertaining to any action under the Public Records Act related to any portion of Proposer's proposal marked or designated as described above, and withheld by Authority. If the Proposer fails to notify the Authority in writing within three business days, or to timely provide a legal basis for the withholding of documents, Proposer agrees that Authority shall release and disclose Proposer records, notwithstanding any marking or designation of the PRA Documents.

In no case shall Authority be liable for any inadvertent disclosure of any Proposer proposal documents, or any disclosure made by Authority upon a good faith belief that disclosure is required by law, or in the event Proposer has failed to notify the Authority in writing of its desire to withhold the PRA Documents within three business days and/or to timely provide a legal basis for the withholding of documents, regardless of any marking or designation of such PRA Documents, and Proposer waives any claims it may have had related to such disclosure.

Official, legal name of Proposing Firm (Type or Print)

Contact Name: _____ (Print Name)

Title: _____

Signed by: _____

Date: _____

Option #2: Non-Applicability

This Proposer has not marked any portion of its proposal as "confidential", "trade secret", "proprietary", "not subject to disclosure", or similar designation.

Official, legal name of Proposing Firm (Type or Print)

Contact Name: _____ (Print Name)

Title: _____

Signed by: _____

Date: _____