

REQUEST FOR PROPOSALS (RFP) 2-2176

UNDERWRITING SERVICES



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

Key RFP Dates

Issue Date:	February 11, 2022
Question Submittal Date:	February 22, 2022
Proposal Submittal Date:	March 9, 2022

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February 11, 2022

NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP 2-2176: "UNDERWRITING SERVICES"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified municipal bond underwriting firms to establish a qualified pool of firms to provide underwriting services and/or other investment banking services.

Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of **2:00 p.m. on March 9, 2022. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.**

Offerors are instructed to click the upload link, select "**RFP 2-2176**" from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

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

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

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

To receive all further information regarding this RFP 2-2176, 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

Commodity:
Financial - Consulting
Financial - Banking Services

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. EXAMINATION OF PROPOSAL DOCUMENTS**

By submitting a proposal, Offeror represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the Authority's objectives.

B. 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.

C. AUTHORITY CONTACT

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

Iris Deneau, Senior Contract Administrator
Contracts Administration and Materials Management Department
Phone: 714.560. 5786
Email: ideneau@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 (email), 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.

D. 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 D.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 must be put in writing and received via email at ideneau@octa.net no later than 5:00 p.m., on February 22, 2022.
- b. Requests for clarifications, questions, and comments must be clearly labeled, "Written Questions RFP 2-2176" in the subject line of the email. The Authority is not responsible for failure to respond to a request that has not been labeled as such.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET no later than February 25, 2022. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via email.

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

Category:

Professional Consulting
Professional Services

Commodity:

Financial - Consulting
Financial - Banking Services

Inquiries received after 5:00 p.m. on February 22, 2022 will not be responded to.

E. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of **2:00 p.m. on March 9, 2022. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.**

Offerors are instructed to click the upload link, select “**RFP 2-2176**” from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

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

2. Acceptance of Proposals

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

F. 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.

G. 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.

H. 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.

I. 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.

J. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, may be a CTO-based contract. The underwriting pool will be for a five-year term. At the time a transaction is determined, the Authority will select a Senior Manager and Co-Managers for this effort and the Authority's project manager will present the specific transaction information and fee to the Board of Directors for approval.

K. CONTRACT TASK ORDERS

This RFP is issued to place several selected firms in an underwriting pool. As the need for services included in the Scope of Work arises during the term of the Agreement, the selected firms will be asked to submit brief proposals. The proposals will be evaluated by Authority staff and a firm will be selected for the assignment. The Authority does not guarantee that any or all of the firms in the underwriting pool will be selected for assignments.

L. CONFLICT OF INTEREST

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

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

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

M. CODE OF CONDUCT

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

SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12-point font, double-spaced. 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 Iris Deneau, Senior 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) Identify if Offeror is submitting a proposal as a Senior Manager or a Co-Manager.
- (2) 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.
- (3) 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. Identify any conviction or indictment of the firm within the last three years involving alleged fraud, bribery, collusion, conspiracy, or violation of state or federal law relating to offering securities.
- (4) Please describe your firm's capital position, including total capital, equity capital, net equity capital, and excess net equity capital for the last three (3) years. Please describe any restrictions imposed on your access to capital for municipal underwriting. Describe recent examples of municipal underwritings that demonstrate your firm's willingness to commit capital to benefit a transaction.
- (5) 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 to perform the services sought by this RFP, including both the investment banker(s) and the underwriter(s). Describe experience in working with sales tax revenue financings, toll revenue financings, Transportation Infrastructure Finance and Innovation Act (TIFIA) loans, and other relevant financings. Please specify those transactions for which the Proposer served as senior managing underwriter and highlight California transactions.
- (6) Describe your firm's secondary market support for the Authority's obligations during the past two (2) years.
- (7) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.

- (8) Identify all firms hired or retained to provide lobbying or advocating services on behalf of the Offeror by company name, address, contact person, telephone number and email address. This information is required to be provided by the Offeror immediately during the evaluation process, if a lobbyist or advocate is hired or retained.
- (9) Provide as a minimum three (3) references 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 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) Identify the roles of key personnel, defining the experience of each person with: (a) transportation financing experience, particularly sales tax and toll revenues; and (b) other relevant financings (preferably California transactions).
- (3) 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.
- (4) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (5) Describe the Project Manager's experience in conducting assignments that are similar in nature and/or related to the work described in the Scope of Work.
 - a. Specify the Project Manager's experience in serving as underwriter on transportation, sales tax revenue, and toll

revenue financings, specifying those transactions for which your firm served as senior managing underwriter.

- b. Provide a list of transactions completed since January 1, 2019 or underway similar to those contemplated by the Authority on which the personnel assigned to these financings have performed work on.
- (6) 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 Authority's needs and requirements.

Offeror to:

- (1) Describe the approach to completing the services specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish objectives and overall schedule.
- (2) Offerors are asked to state whether they are interested in serving as senior underwriter for sales tax revenue financing and/or toll revenue financings or serving solely as a co-managing underwriter for future debt transactions. If the Offeror is solely interested in serving as a co-manager, please provide a detailed description of the value added of including your firm to the Authority's underwriting team.
- (3) Identify methods that Offeror will use to ensure quality control, as well as budget and schedule control.
- (4) Provide a narrative statement responding to the following question: Why is your firm best positioned to deliver underwriting services to the Authority for the term of the underwriting pool?
- (5) Discuss your firm's approach to credit ratings, including any recommended strategies for improving or maintaining the credit ratings for OCTA's outstanding debt. Include comments specific to each rating agency, if applicable, and discuss your firm's

experience with similar credits regarding rating upgrades or maintenance.

- a. Discuss the optimal number of ratings, if it is less than three, would you recommend rotating between agencies on a per deal basis, or dropping one agency entirely?
- (6) Describe your firm's distribution capabilities, both with respect to retail (professional and individual) and institutional sales. Provide any examples that support your claims.
 - a. Address the significance of retail sales in the current bond market (both taxable and non-taxable), including your firm's ability to sell bonds to retail investors.
 - (7) When serving as Senior Manager, what is your approach to ensuring an equitable distribution of bonds and investment banking underwriting spread among the underwriting syndicate? ***(Not applicable to Offerors submitting as Co-Managers)***
 - (8) Identify any special issues or problems that are likely to be encountered during a financing transaction and how the Offeror would propose to address them.
 - (9) 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 E) 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 E) or any technical and/or contractual exceptions after the proposal submittal date identified in the RFP. Exceptions and/or

deviations submitted after the proposal submittal date will not be reviewed by Authority.

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

4. 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. Status of Past and Present Contracts Form

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

A separate form must be completed for each identified contract. Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit one copy of the completed form(s) as part of its proposals and it should be included in only the original proposal.

2. Proposal Exceptions and/or Deviations Form

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

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

1. Qualifications of the Firm 35%

Technical experience in performing work of a closely similar nature; experience working with sales tax revenue financings, toll revenue financings, TIFIA loans, and other relevant financings; firm's capital position; strength and stability of the firm, including any conviction or indictment; strength, stability, experience, and technical competence of subcontractors; assessment by client references.

2. Staffing and Project Organization 35%

Qualifications of project staff, particularly key personnel and especially the Project Manager; the Project Manager's experience conducting similar underwriting and transaction assignments; key personnel's experience with sales tax revenue financings, toll revenue financings, and other relevant financings (preferably California transactions); 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 30%

Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity, and specificity of work plan; approach to credit ratings; distribution capabilities related to retail and institutional sales; appropriateness of resource allocation; 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.

At the conclusion of the evaluation process, the evaluation committee will recommend to Authority's management the Offeror with the highest final ranking

or a short list of top ranked firms within the competitive range whose proposal(s) is most advantageous to the Authority.

C. AWARD

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

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

The selected Offeror(s) 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
Underwriting Services

The Orange County Transportation Authority (OCTA) is a multi-modal transportation authority that serves Orange County (County), California. OCTA is responsible for bus transit operations, Metrolink commuter rail, the Measure M2 (M2) program, various motorist services, and the operations of the 91 Express Lanes (91 EL) toll facility. OCTA is overseen by an eighteen (18)-member Board of Directors (Board) comprised of all five (5) county supervisors, ten (10) city elected officials, two (2) public members, and an ex-officio member.

OCTA is seeking qualifications from municipal bond underwriting firms to establish a qualified pool of firms to provide underwriting and/or other investment banking services, to assist in the development of financing programs and funding of projects specified in the M2 sales tax ordinance, the 405 Express Lanes, the 91 EL, and on an as-needed basis. Pursuant to this Request for Proposals, OCTA plans to select several municipal bond underwriting firms for a five (5)-year term to serve on the underwriting pool (Pool).

Additional information regarding OCTA's current debt profile may be found on the OCTA's Investor Relations Site at: <http://octabonds.com/>

Services Provided: Firms in the Pool may be selected to provide underwriting services (as a senior manager, co-senior manager, or co-manager) and/or other investment banking services to support all financial and other related matters affecting the capital and operating finances of OCTA. The selected underwriters shall be required to participate in such activities that complement the efforts of the financing team. The senior and co-senior managing underwriters selected for each transaction shall be required to fully participate in all elements of the transaction including, but not limited to, the following:

- Develop and evaluate financing plan(s) and provide advice, analysis, and assistance regarding the timing, sizing, and structure of all financings.
- Review and comment on the financing documents, including preparation of the Preliminary Official Statement, Final Official Statement, the Continuing Disclosure Agreement, Rating Agency and Investor presentations, and other bond and disclosure documents as required.
- Assist with the selection of financial services and products appropriate for OCTA's use for any proposed transactions, such transactions may consist of, but are not limited to, sales tax revenue bonds, toll revenue bonds, and federal Transportation Infrastructure Finance and Innovation Act loan financings.
- Assist with the review of financial modeling, planning, and Traffic and Revenue Study as requested.
- Sell and underwrite bonds in a manner targeted to achieve the lowest possible borrowing cost, and work with the syndicate and OCTA to achieve equitable application of designation and syndicate rules, consistent with Rule G-1.

- Prepare a post-sale analysis, including, but not limited to, information on placement of the bonds, market conditions at the time of sale, orders, designations, allocations, and results of comparable sales.
- Other matters as requested.

EXHIBIT B: PROPOSED AGREEMENT

1 **AGREEMENT NO. C-2-2176**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5
6 **THIS AGREEMENT** is effective as of this ____ day of _____, 20__
7 ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street,
8 P.O. Box 14184, Orange, CA 92863-1584, a public corporation of the State of California (hereinafter
9 referred to as "AUTHORITY"), and , , , (hereinafter referred to as "CONSULTANT").

10 **WITNESSETH:**

11 **WHEREAS**, AUTHORITY requires assistance from CONSULTANT to provide underwriting
12 services and/or other investment banking services; and

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

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

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

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

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

20 **ARTICLE 1. COMPLETE AGREEMENT**

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

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

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

ARTICLE 2. AUTHORITY DESIGNEE

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

ARTICLE 3. SCOPE OF WORK

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

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

Names

Functions

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

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

6 **ARTICLE 4. TERM OF AGREEMENT**

7 This Agreement shall commence upon the effective date of this Agreement, and shall continue in
8 full force and effect through _____, unless earlier terminated or extended as provided in this
9 Agreement.

10 **ARTICLE 5. CONTRACT TASK ORDERS (CTO) AND PAYMENT**

11 A. This Agreement is issued to place CONSULTANT, {INSERT OTHER FIRMS NAMES AND
12 **AGREEMENT NOS}** on an on-call list ("ON-CALL FIRMS"). As the need for consulting services arises
13 during the term of these Agreements, CTO's may be issued to CONSULTANT and/or other ON-CALL
14 FIRMS at AUTHORITY's sole discretion. Each CTO will be issued on **a competitive basis**, specifically
15 define the Scope of Work, the total cost of the CTO to be paid CONSULTANT, and any other information,
16 which may be needed to perform the services. AUTHORITY does not guarantee that CONSULTANT or
17 any of the ON-CALL FIRMS will receive an assignment, nor that the firms will receive an equal number
18 of assignments, nor does the AUTHORITY make any guarantee that the CTO budgeted amount will be
19 expended.

20 B. CONSULTANT shall submit to AUTHORITY, a written technical proposal and cost estimate
21 within forty-eight (48) hours from AUTHORITY's request. CONSULTANT shall submit a final written
22 technical proposal and cost proposal within five (5) working days from AUTHORITY's initial request. No
23 work shall commence until a written CTO has been executed by both AUTHORITY and CONSULTANT.
24 Failure of the CONSULTANT to perform in accordance with this provision may result in CONSULTANT
25 forfeiture of retention monies and/or termination of this Agreement.

26 /

C. CONSULTANT's compensation for services related to a financing transaction shall be determined and executed by the Chief Executive Officer of AUTHORITY or designee at the time of the pricing of the transaction. Final terms will be executed by AUTHORITY's Chief Executive Officer in the CTO between CONSULTANT and AUTHORITY.

D. AUTHORITY may reimburse CONSULTANT for expenses incurred with AUTHORITY's investor relations program on an annual basis. The amount will be out-of-pocket expenses actually incurred in connection with the coordination of meetings with financial rating agencies, providers of credit enhancement, liquidity support, and investors. Reimbursement is not contingent on the completion of bond or note offering.

ARTICLE 6. NOTICES

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

To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Iris Deneau

Title:

Title: Senior Contract Administrator

Phone:

Phone: (714) 560 - 5786

Email:

Email: ideneau@octa.net

ARTICLE 7. INDEPENDENT CONTRACTOR

A. CONSULTANT's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. CONSULTANT's personnel performing services under this Agreement shall

1 at all times be under CONSULTANT's exclusive direction and control and shall be employees of
2 CONSULTANT and not employees of AUTHORITY. CONSULTANT shall pay all wages, salaries and
3 other amounts due its employees in connection with this Agreement and shall be responsible for all
4 reports and obligations respecting them, such as social security, income tax withholding, unemployment
5 compensation, workers' compensation and similar matters.

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

10 **ARTICLE 8. INSURANCE**

11 A. CONSULTANT shall procure and maintain insurance coverage in full force and effect during
12 the entire term of the Agreement. Coverage shall be full coverage and not subject to self-insurance
13 provisions. CONSULTANT shall provide the following insurance coverage:

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

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

20 3. Workers' Compensation with limits as required by the State of California including a
21 Waiver of Subrogation in favor of AUTHORITY, its officers, directors and employees; and

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

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

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

9 C. CONSULTANT shall include on the face of the certificate of insurance the
10 Agreement No. C-2-2176 and, the Senior Contract Administrator's Name, Iris Deneau.

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

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

18 **ARTICLE 9. ORDER OF PRECEDENCE**

19 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:
20 (1) the CTOs issued to CONSULTANT; (2) the provisions of this Agreement, including all exhibits; (3) the
21 provisions of RFP 2-2176; (4) CONSULTANT's proposal dated _____; (5) all other documents, if any,
22 cited herein or incorporated by reference.

23 **ARTICLE 10. CHANGES**

24 A. By written notice or order, AUTHORITY may, from time to time, order work suspension and/or
25 make changes in the general scope of this Agreement, or to the specific contract task order, including,
26 but not limited to, the services furnished to AUTHORITY by CONSULTANT as described in the Scope of

1 Work. If any such work suspension or change causes an increase or decrease in the price of this
2 Agreement, the price of the specific contract task order or in the time required for its performance,
3 CONSULTANT shall promptly notify AUTHORITY thereof and assert its claim for adjustment within ten
4 (10) calendar days after the change or work suspension is ordered, and an equitable adjustment shall be
5 negotiated. However, nothing in this clause shall excuse CONSULTANT from proceeding immediately
6 with the Agreement as changed.

7 B. CONSULTANT shall only commence work covered by an amendment after the amendment
8 is executed by AUTHORITY.

9 **ARTICLE 11. DISPUTES**

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

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

21 **ARTICLE 12. TERMINATION**

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

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 AUTHORITY provides otherwise. Upon receipt of the notice from AUTHORITY, CONSULTANT shall submit an invoice for work and/or services performed prior to the date of termination. AUTHORITY shall pay CONSULTANT for work and/or services satisfactorily provided to the date of termination in compliance with this Agreement. Thereafter, CONSULTANT shall have no further claims against AUTHORITY under this Agreement. AUTHORITY shall not be liable for any claim of lost profits or damages for such termination.

ARTICLE 13. INDEMNIFICATION

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

ARTICLE 14. 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 assigned to CO-MANAGERS by CONSULTANT, without the prior written consent of AUTHORITY. Consent by AUTHORITY shall not be deemed to relieve CONSULTANT of its obligations to comply fully with all terms and conditions of this Agreement.

B. AUTHORITY hereby consents to CONSULTANT's assigning portions of the Scope of Work to the parties identified below for the functions described in CONSULTANT's proposal. CONSULTANT shall include in the CO-MANAGER's agreement the stipulation that CONSULTANT, not AUTHORITY, is

solely responsible for payment to the subcontractor for the amounts owing and that the subcontractor shall have no claim, and shall take no action, against AUTHORITY, its officers, directors, employees or sureties for nonpayment by CONSULTANT.

Co-Manager Name/Addresses

Co-Manager Services

1.

2.

ARTICLE 15. AUDIT AND INSPECTION OF RECORDS

CONSULTANT shall provide AUTHORITY, or other agents of AUTHORITY, such access to CONSULTANT's accounting books, records, payroll documents and facilities as AUTHORITY deems necessary. CONSULTANT shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CONSULTANT's performance hereunder and for a period of four (4) years from the date of final payment by AUTHORITY. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier CO-MANAGERS identified in ARTICLE 13 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 16. CONFLICT OF INTEREST

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

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ARTICLE 17. CODE OF CONDUCT

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

ARTICLE 18. 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 AUTHORITY, either as a prime consultant or subconsultant. Failure to refrain from such representation may result in termination of this Agreement.

ARTICLE 19. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 20. EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 21. PROHIBITED INTERESTS

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

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ARTICLE 22. OWNERSHIP OF REPORTS AND DOCUMENTS

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

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

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

ARTICLE 23. PATENT AND COPYRIGHT INFRINGEMENT

A. In lieu of any other warranty by AUTHORITY or CONSULTANT against patent or copyright infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim or suit against AUTHORITY on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any

1 presently existing U.S. letters patent or copyright and CONSULTANT shall pay all costs and damages
 2 finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of
 3 the suit or claim and given authority, information and assistance at CONSULTANT's expense for the
 4 defense of same. However, CONSULTANT will not indemnify AUTHORITY if the suit or claim results
 5 from: (1) AUTHORITY's alteration of a deliverable, such that said deliverable in its altered form infringes
 6 upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination
 7 with other material not provided by CONSULTANT when such use in combination infringes upon an
 8 existing U.S. letters patent or copyright.

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

17 **ARTICLE 24. FINISHED AND PRELIMINARY DATA**

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

26 B. It is expressly understood that any title to preliminary technical data is not passed to

AUTHORITY but is retained by CONSULTANT. Preliminary data includes roughs, visualizations, software design documents, layouts and comprehensives prepared by CONSULTANT solely for the purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given for preparation of finished artwork. Preliminary data title and right thereto shall be made available to AUTHORITY if CONSULTANT causes AUTHORITY to exercise ARTICLE 10, and a price shall be negotiated for all preliminary data.

ARTICLE 25. FORCE MAJEURE

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

ARTICLE 26. HEALTH AND SAFETY REQUIREMENT

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

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ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

By: _____

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EXHIBIT C: 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 D: 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.
- B. Substance Abuse Prevention Program

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

C. Heat Illness Prevention Program

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

D. Hazard Communication Program

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

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

E. Storm Water Pollution Prevention Plan

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

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

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

1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
3. Incidents impacting the environment, i.e. spills or releases on Authority projects or property.
4. Outside Agency Inspections; agencies such as Cal/OSHA, DTSC, SCAQMD, State Water Resources Control Board, FTA, CPUC, EPA, USACE and similar agencies.

B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work. An immediate verbal notice followed by an initial written incident investigation report shall be submitted to the Authority's Project Manager within 24 hours of the incident.

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

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 E: 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:
