



October 23, 2023

To: Members of the Board of Directors

From: Darrell E. Johnson, Chief Executive Officer

Janet Sutter, Executive Director
Internal Audit

Subject: Approval to Release Request for Proposals for Independent Annual Financial Auditing Services

Overview

The Orange County Transportation Authority requires the services of an independent public accounting firm to perform annual financial and compliance audits and agreed-upon procedures reviews of the Orange County Transportation Authority and related agencies for the fiscal years ending June 30, 2024, 2025, and 2026. Staff has developed a draft request for proposals to initiate the competitive procurement process to select a firm to provide annual financial audits and agreed-upon procedures reviews.

Recommendations

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 3-2931 to select an independent public accounting firm to provide annual financial and compliance audits and agreed-upon procedures reviews.
- B. Approve the release of Request for Proposals 3-2931 for independent annual financial auditing services effective April 1, 2024 through March 31, 2027, with one, two-year option term.

Discussion

The Orange County Transportation Authority (OCTA) requires an independent public accounting firm to perform annual financial and compliance audits and agreed-upon procedures reviews for OCTA and its related agencies for an initial term of three consecutive years beginning with audits for the fiscal year (FY) ending June 30, 2024. OCTA also requires a Measure M2 compliance audit for

the FY ending 2024. Following the initial term there will be one, two-year option term. The firm will also perform the annual fiscal and compliance examinations and certifications required by the Single Audit Act of 1984, as amended, and the National Transit Database Reporting.

The evaluation committee will consist of individuals from the Internal Audit Department, the Finance and Administration Division, the Taxpayer Oversight Committee, the Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency, and Metrolink. Proposals will be evaluated, and short-listed firms will be invited to interview. The short-listed firms, along with a recommendation for selection of a firm, will be presented to the Finance and Administration Committee, where a firm will be recommended for approval by the Board of Directors (Board).

Procurement Approach

The OCTA Board-approved procurement policies and procedures require that the Board approve all requests for proposals (RFP) over \$1,000,000, as well as approve the evaluation criteria and weightings. Staff is submitting, for Board approval, the draft RFP and evaluation criteria and weightings, which will be used to evaluate proposals received in response to the RFP.

The recommended evaluation criteria and weightings are as follows:

- Qualifications of the Firm 25 percent
- Staffing and Project Organization 30 percent
- Work Plan 20 percent
- Cost and Price 25 percent

An independent audit firm must have substantial depth and breadth of technical expertise in a variety of accounting and auditing matters, and the firm must demonstrate its compliance with Government Auditing Standards. As such, qualifications of the firm is weighted at 25 percent. The training and experience of the firm’s staff and the organization of its team is critical to the professional and timely completion of the annual audit work. Therefore, staffing and project organization is weighted the highest at 30 percent. The work plan, or annual audit plan, is important because it is the approach the firm will use to examine OCTA’s internal controls, compliance, and financial records. However, these procedures are largely based on accounting and auditing standards, and the agreed-upon procedures are provided by OCTA. As such, work plan is weighted at 20 percent. Cost and price is weighted at 25 percent to ensure OCTA receives competitive pricing for services provided.

The term of the contract will be a three-year initial term with one, two-year option term. The total anticipated budget for the three-year initial term is \$1,399,522.

This RFP will be released upon Board approval of these recommendations.

Fiscal Impact

Funding for these services was approved as part of OCTA's FY 2023-24 budget, and as approved by the Board of Directors, a budget amendment for provision of a Measure M2 compliance audit for the FY ending 2024. Budgeted amounts are included in the Internal Audit Department Account No. 1610-7512-A0001-N10, Measure M2 Account No. 0017-7512-M0201-N10, 91 Express Lanes Account No. 0036-7512-B0001-N10, and 405 Express Lanes Account No. 0037-7512-A9510-N10.

Summary

Board approval is requested to release RFP 3-2931 to initiate the competitive procurement process to select a firm to provide independent financial statement and compliance audits and agreed-upon procedures services, as well as approval of the proposed evaluation criteria and weightings.

Attachment

- A. Draft Request for Proposals (RFP) 3-2931 Independent Annual Financial Auditing Services

Prepared by:



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Executive Director, Internal Audit
714-560-5591



Pia Veasapen
Director, Contracts Administration and
Materials Management
714-560-5619

DRAFT REQUEST FOR PROPOSALS (RFP) 3-2931

INDEPENDENT ANNUAL FINANCIAL AUDITING SERVICES



ORANGE COUNTY TRANSPORTATION AUTHORITY
550 South Main Street
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Orange, CA 92863-1584
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Key RFP Dates

Issue Date:	October 23, 2023
Question Submittal Date:	October 31, 2023
Proposal Submittal Date:	November 20, 2023
Interview Date:	December 12, 2023

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October 23, 2023

NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP 3-2931: “INDEPENDENT ANNUAL FINANCIAL AUDITING SERVICES”

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to assist the Authority with auditing financial statements, performance of agreed-upon procedures, and Transportation Development Act (TDA) fiscal and compliance audits for an initial three (3) year term for fiscal years ending June 30, 2024, 2025, and 2026 with a two (2)-year option term for fiscal years 2027 and 2028.

On behalf of the Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Corridor Agency (Agency), the Authority also invites proposals from Certified Public Accountants to assist the LOSSAN Agency with auditing financial statements for fiscal years ending June 30, 2024, 2025, and 2026 with a two-year option for fiscal years 2027 and 2028.

The budget for these efforts is as follows:

- Authority Independent Annual Financial Auditing Services – \$1,399,522 for the three-year initial term.
- The LOSSAN Agency Independent Annual Financial Auditing Services – \$75,000 for the three-year initial term.

*****PLEASE NOTE:**

It is the Authority's intention to award separate contracts to the same firm for each Scope of Work, included in this RFP as Exhibit A-1 and Exhibit A-2; therefore, firms are required to submit proposals on both Scopes of Work.

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

Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before the deadline of 2:00 p.m. on November 20, 2023. 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 3-2931” from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

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

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

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

To receive all further information regarding this RFP 3-2931, 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	Accounting / Auditing / Budget Consulting
	Financial - Consulting
Professional Services	Auditing

The Authority has established December 12, 2023, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

****Note: All Offerors are also asked to keep January 10, 2024 available. Those firms that are short-listed shall be required to meet with the Authority's Finance and Administration Committee (Committee) to respond to questions directly from the Committee.***

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:

Masih Bahadori, Section Manager, Procurement
Contracts Administration and Materials Management Department
Email: mbahadori@octa.net

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

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 e-mail at mbahadori@octa.net no later than 5:00 p.m., on October 31, 2023.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions RFP 3-2931" in the subject line of the e-mail. The Authority is not responsible for failure to respond to a request that has not been labeled as such.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than November 3, 2023. 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:

<u>Category:</u>	<u>Commodity:</u>
Professional Consulting	Accounting / Auditing / Budget Consulting
Professional Services	Financial - Consulting Auditing

Inquiries received after 5:00 p.m. on October 31, 2023 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 November 20, 2023. 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 3-2931" 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, will be a firm-fixed price contract specifying firm-fixed prices for individual tasks specified in the Scope of Work, included in this RFP as Exhibit A-1 and Exhibit A-2. The agreement for Exhibit A-2 shall contain similar terms and conditions as the Proposed Agreement included in this RFP as Exhibit C. The term of the contract for Exhibit A-1 and Exhibit A-2 will be a three-year initial term effective through March 31, 2027 with a two-year option term.

*****PLEASE NOTE:**

It is the Authority's intention to award separate contracts to the same firm for each Scope of Work, included in this RFP as Exhibit A-1 and Exhibit A-2; therefore, firms are required to submit proposals on both Scopes of Work.

K. 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.

L. 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.

M. OWNERSHIP OF RECORDS/PUBLIC RECORDS ACT

All proposals and documents submitted in response to this RFP shall become the property of the Authority and a matter of public record pursuant to the California Public Records Act, Government Code sections 6250 et seq. (the "Act"). Offerors should familiarize themselves with the provisions of the Act requiring disclosure of public information. Offerors are discouraged from marking their proposal documents as "confidential" or "proprietary."

If a Proposal does include "confidential" or "proprietary" markings and the Authority receives a request pursuant to the Act, the Authority will endeavor (but cannot guarantee) to notify the Offeror of such a request. In order to protect any information submitted within a Proposal, the Offeror must pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the confidentiality of such information. The Authority generally does not consider pricing information, subcontractor lists, or key personnel, including resumes, as being exempt from disclosure under the Act. In no event shall the Authority or any of its officers, directors, employees, agents, representatives, or consultants be liable to a Offeror for the disclosure of any materials or information submitted in response to the RFP or by failing to notify a Offeror of a request seeking its Proposal. The Authority reserves the right to make an independent decision to disclose records and material.

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

N. STATEMENT OF ECONOMIC INTERESTS

The awarded Offeror (including designated employees and subconsultants) may be required to file Statements of Economic Interests (Form 700) in accordance

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

O. ORANGE COUNTY TRANSPORTATION AUTHORITY AUDIT RESPONSIBILITIES OF THE FINANCE AND ADMINISTRATION COMMITTEE

The Authority's Finance and Administration Committee, which acts as the audit committee, has adopted a charter that can be found online at <http://www.octa.net/About-OCTA/Who-We-Are/Internal-Audit/Overview/> and includes the responsibility to ensure compliance with Government Code Section 12410.6, related to the employment of public accounting firms.

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 Masih Bahadori, Section Manager, Procurement and must, at a minimum, contain the following:

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

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing

capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in 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) Describe the firm and subcontractor's compliance with professional auditing standards including requirements for peer review; such as Generally Accepted Government Auditing Standards, International Professional Practices Framework, American Institute of Certified Public Accountants standards, or other professional standards issued by authoritative bodies.
- (6) Provide any and all information regarding whether the Offeror is or was the subject of any current or past investigation by the California State Board of Accountancy or any other State agency or investigating authority over the past three (3) years. This should include, but not be limited to, dates and subjects of the investigation(s), findings or determinations of the investigating authority, and any penalties, sanctions or fines assessed against the Offeror. OCTA reserves the right to reject any and all proposals based upon this information.
- (7) Offeror shall include a copy of the firm's most recent peer review.
- (8) Confirm that the firm is free from impairments to independence, as described in professional standards. By submitting a proposal, the firm is confirming that no impairments exist.

- (9) 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.
- (10) 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) Please identify and furnish brief resumes (not more than 2 pages each) for the proposed Lead Audit Partner or Coordinating Audit Partner having primary responsibility for the audit, the Reviewing Audit Partner, and other key personnel. Resumes should include education, experience, and applicable professional credentials. Some or all of the key personnel must have experience with Government Auditing Standards attestation standards issued by the American Institute of Certified Public Accountants, and Federal Acquisition Regulations.
- (3) Describe key personnel's (including subcontractor's key personnel) implementation of, and compliance with, professional auditing standards.
- (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 Authority's needs and requirements.

Offeror to:

- (1) Describe the approach to completing the tasks 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 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 tasks 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 C), using the form entitled "Proposal Exceptions and/or Deviations" included in this RFP. This Proposal Exceptions and/or Deviations form must be included in the original proposal submitted by the Offeror. If no technical or contractual exceptions and/or deviations are submitted as part of the original proposal, Offerors are deemed

to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form or any technical and/or contractual exceptions after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

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

4. Cost and Price Proposal

As part of the cost and price proposal, the Offeror shall submit proposed pricing to provide the services for each work task described in Exhibit A-1 and Exhibit A-2, Scope of Work.

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B), and furnish any narrative required to explain the prices quoted in the schedules. It is anticipated that the Authority will issue a firm-fixed-price contract specifying firm-fixed-prices for individual tasks.

5. Appendices

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

B. FORMS**1. Campaign Contribution Disclosure Form**

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

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

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

Offeror is required to report any campaign contributions made by the prime contractor, subconsultants, lobbyists and agents after the proposal submittal date, and up to the anticipated Board of Directors selection. The offeror shall use the campaign contribution form for any additional reporting. The forms must be submitted at least 15 calendar days prior to the Board Committee date on January 10, 2024 and sent via e-mail to the Procurement Section Manager.

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. 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 25%**

Technical experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references; compliance with applicable professional standards; depth and flexibility of company resources.
- 2. Staffing and Project Organization 30%**

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; understanding of, and experience with Government Auditing Standards, attestation standards issued by the American Institute of Certified Public Accountants, or other professional auditing standards.
- 3. Work Plan 20%**

Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation among the tasks; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.
- 4. Cost and Price 25%**

Reasonableness of the total price as well as the individual tasks; competitiveness with other offers received; adequacy of data in support of figures quoted.

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 December 12, 2023, 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.

****Note: All Offerors are also asked to keep January 10, 2024 available. Those firms that are short-listed shall be required to meet with the Authority's Finance and Administration Committee to respond to questions directly from the Committee.***

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

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

C. AWARD

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

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

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

The Authority reserves the right to award its total requirements to one Offeror or to apportion those requirements among several Offerors as the Authority may deem to be in its best interest. In addition, negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable

terms and conditions, since the selection and award may be made without discussion with any Offeror.

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

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

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

EXHIBIT A-1: SCOPE OF WORK

OCTA INDEPENDENT ANNUAL FINANCIAL AUDITS

SCOPE OF WORK

INDEPENDENT AUDITING SERVICES

(Annual Financial Audits, Single Audit, Transportation Development Act Claimant Audit, M2 Compliance Audit and Agreed-Upon Procedures Reviews)

AUDITS OF FINANCIAL STATEMENTS, SINGLE AUDIT, COMPLIANCE AUDITS, AND PERFORMANCE OF AGREED-UPON PROCEDURES, AND TRANSPORTATION DEVELOPMENT ACT FISCAL AUDIT FOR THE FISCAL YEARS ENDING JUNE 30, 2024, 2025, and 2026 WITH AN OPTION FOR FISCAL YEARS 2027 and 2028

I. NATURE OF SERVICES REQUIRED

A. General

The Orange County Transportation Authority (AUTHORITY or OCTA) requires assistance from a firm of certified public accountants to audit financial statements for the fiscal years ending June 30, 2024, 2025, and 2026, with the option of auditing financial statements for two subsequent fiscal years (2027 and 2028). The AUTHORITY also requires assistance from a firm of certified public accountants to perform certain compliance audits and agreed upon procedures (AUP) reviews.

These audits are to be performed by the AUDITOR in accordance with generally accepted auditing standards and the most current version of each of the following standards and guidelines:

- The standards set forth for financial audits in the General Accounting Office's (GAO) *Government Auditing Standards* (as amended)
- The provisions of the federal Single Audit Act (2 CFR Part 200)
- *State of California Transportation Development Act (TDA)*
- *Title 21 of the California Code of Regulations*
- *Public Utilities Code Section 99245 and 99276*
- *Renewed Measure M Transportation Investment Plan Ordinance No. 3 (Measure M2)*
- *National Transit Database Reporting*
- *Special District and Transit District Reporting Requirements*, as specified by the California State Controller
- *Article XIIIB, Section 1.5 of the California Constitution*

B. Scope of Work

1. AUTHORITY

The AUTHORITY desires the AUDITOR to express an opinion on the fair presentation of its basic financial statements in conformity with auditing

standards and accounting principles generally accepted in the United States of America and the standards applicable to financial audits contained in the *Government Auditing Standards*, issued by the Comptroller General of the United States.

The AUDITOR is not required to audit the combining and non-major fund financial statements and supporting schedules (other supplementary information). However, the AUDITOR is to provide an "in-relation-to" report on the combining and non-major fund financial statements and supporting schedules based on the auditing procedures applied during the audit of the basic financial statements.

The AUDITOR is not required to audit the introductory section of the report or the statistical section of the report.

The AUDITOR shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

The AUDITOR is required to audit AUTHORITY's compliance regarding the schedule of expenditures of federal awards. The AUDITOR is also required to provide an "in-relation-to" report on that schedule based on the auditing procedures applied during the audit of the financial statements.

The AUDITOR shall perform certain agreed-upon procedures related to the OCTA's Appropriations Limit Worksheets.

The audits shall be performed in accordance with the requirements listed under I.A above.

2. *Orange County Local Transportation Authority (LTA)*

The AUDITOR shall perform a financial statement audit and issue an opinion on the fair presentation of the financial statements of the LTA, a component unit of the AUTHORITY, as well as an opinion on internal controls and compliance with the Measure M2 Ordinance.

The AUDITOR shall perform a compliance audit and express an opinion on OCLTA's compliance with the Measure M2 Ordinance for the FY 2024, and at OCTA's option, for the remaining contract years, and shall apply certain agreed-upon procedures related to a selection of local jurisdictions (i.e., cities and the County of Orange) receiving Measure M2 funds. Such agreed-upon procedures shall be updated as necessary to reflect current procedures and/or requirements and will be documented in a management representation letter between the AUDITOR and the Executive Director of Internal Audit. Selections of local jurisdictions shall be coordinated by the AUTHORITY's Internal Audit Department.

The AUDITOR shall perform certain agreed-upon procedures related to the OCLTA's Appropriations Limit Worksheets.

The AUDITOR shall perform certain agreed-upon procedures related to the fiscal year ended June 30 in the annual Measure M2 Status Report. Such agreed-upon procedures shall be updated as necessary to reflect current procedures and/or supporting documents and will be documented in a management representation letter between the AUDITOR and the Executive Director of Internal Audit.

3. *Orange County Transit District*

The AUDITOR shall perform certain agreed-upon procedures required by the U.S. Department of Transportation Federal Transit Administration (FTA) related to the Federal Funding Allocation Statistics Form (FFA-10), which is presented on the basis prescribed by the *Uniform System of Accounts and Records and Reporting System: Final Rule*, as specified in 49 CFR Part 630, *Federal Register*, dated January 15, 1993; and the *National Transit Database Reporting Manual*.

The AUDITOR shall express an opinion on compliance and internal control over financial reporting based on an audit of the financial statements and related to the provisions of the *State of California Transportation Development Act, Title 21 of the California Code of Regulations, California Government Code Section 8879.5* and *Public Utilities Code Section 99245*.

The AUDITOR shall express an opinion on the fund financial statements for the State Transit Assistance Fund and the fund financial statements for the Local Transportation Fund (as required by the *State of California Transportation Development Act*.)

4. *State Route 91 (SR-91) Express Lanes*

The AUDITOR shall express an opinion on the fair presentation of the financial statements of the SR-91 Express Lanes.

5. *Interstate 405 (I-405) Express Lanes*

The AUDITOR shall express an opinion on the fair presentation of the financial statements of the I-405 Express Lanes.

6. *Transportation Development Act Claimant Audit*

The AUDITOR shall perform a fiscal audit of a claimant of Article 4, Operating and Capital program funds. This audit is required by Public Utilities Code Sections 99245 and 99276 and California Code of Regulations Sections 6661, 6663 and 6664. The audit will be conducted in accordance with TDA requirements.

The AUDITOR shall perform or prepare as necessary:

- Financial statements in accordance with generally accepted accounting principles. The financial statements shall include:
 - (1) Balance Sheet
 - (2) Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual
- Supplemental schedule(s), as necessary, to list or identify:
 - (1) The net allocations received and expended, by project year
 - (2) Any portion of the fund balance committed or reserved; and
 - (3) Any interest or other income earned by investment of the funds during the fiscal year.

The AUDITOR shall examine financial activities, including an evaluation of the controls over financial reporting. The examination must encompass actual expenditures and projects for which funds were allocated in previous years but not yet expended.

C. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the AUDITOR shall issue:

1. A report addressed to the Board of Directors of the Orange County Transportation Authority on the fair presentation of the AUTHORITY's financial statements in conformity with auditing standards accounting principles generally accepted in the United States of America and the standards applicable to financial audits contained in the *Government Auditing Standards*, issued by the Comptroller General of the United States, including an opinion on the fair presentation of the other supplementary information, as noted above.

The AUTHORITY shall prepare the financial statements and related notes. The AUDITOR shall deliver to the AUTHORITY on or before [the date specified on the Deliverables Schedule prepared by the AUDITOR and agreed to by OCTA] of each year one (1) electronic and (1) reproducible master of the AUDITOR's opinion on its letterhead printed on special paper to be provided by the AUTHORITY for use in the reproduction of the Annual Comprehensive Financial Report (ACFR).

A report addressed to the Board of Directors of the Orange County Transportation Authority on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*, the Transportation Development Act, and *California Government Code 8879.50*.

2. A report addressed to the Board of Directors of the Orange County Transportation Authority on compliance with requirements applicable to each major program, internal controls over compliance and the schedule of expenditures of federal awards in accordance with the Single Audit Act. These reports shall be referred to as the Single Audit reports. The AUDITOR shall deliver to the AUTHORITY on or before [the date specified on the Deliverables Schedule prepared by the AUDITOR in agreement with OCTA] of each year (1) electronic, (1) reproducible master and ten (5) copies of the Single Audit reports.
3. A report addressed to the Board of Directors of the Orange County Transportation Authority on the agreed-upon procedures performed related to the AUTHORITY's Appropriations Limit Worksheets.

The AUDITOR shall deliver to the AUTHORITY on or before [the date specified on the Deliverables Schedule prepared by the AUDITOR in agreement with OCTA] of each year one (1) electronic, (1) reproducible master and five (5) copies of the report.

4. A report addressed to the Board of Directors of the Orange County Local Transportation Authority on the agreed-upon procedures performed related to the OCLTA Appropriations Limit Worksheets.

The AUDITOR shall deliver to the AUTHORITY on or before [the date specified on the Deliverables Schedule prepared by OCTA] of each year one (1) electronic, (1) reproducible master and five (5) copies of the report.

5. A report addressed to the Board of Directors of the Orange County Local Transportation Authority on the fair presentation of the LTA's financial statements in conformity with generally accepted accounting principles.

A report addressed to the Board of Directors of the Orange County Local Transportation Authority on internal control and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*.

The AUTHORITY shall prepare the financial statements and the notes and provide a final version to the AUDITOR for reproduction. The AUDITOR shall deliver to the AUTHORITY on or before [the date specified on the Deliverables Schedule prepared by the AUDITOR in agreement with OCTA] of each year one (1) electronic, (1) reproducible master and five (5) copies of the LTA reports.

6. Reports addressed to the Board of Directors of the Orange County Local Transportation Authority and the Taxpayer Oversight Committee on the results of the agreed-upon procedures performed to test the level of compliance of local jurisdictions selected for determining the level of compliance with the provisions of Measure M2. Each report shall include management responses to any AUDITOR observations.

The AUDITOR shall deliver to the AUTHORITY on or before [the date specified on the Deliverables Schedule prepared by the AUDITOR in agreement with OCTA] of each year one (1) electronic, (1) reproducible master and five (5) copies of the Measure M2 local jurisdiction agreed-upon procedures reports and management response (as applicable). A separate report shall be prepared for each local jurisdiction.

7. A report addressed to the Board of Directors of the Orange County Local Transportation Authority and the Taxpayer Oversight Committee on the results of the audit of the Orange County Local Transportation AUTHORITY's compliance with the Measure M2 Ordinance. Each report shall include management responses to any AUDITOR observations cited in results of the audit performed.

The AUDITOR shall deliver to the AUTHORITY on or before [the date specified on the Deliverables Schedule prepared by the AUDITOR in agreement with OCTA] one (1) electronic, one (1) reproducible master and five (5) copies of the audit report of OCLTA's compliance with the Measure M2 Ordinance for the FY ending 2024 and management response (as applicable).

8. A report addressed to the Board of Directors of the Orange County Local Transportation Authority and the Taxpayer Oversight Committee on the results of agreed-upon procedures performed related to the fiscal year Measure M2 Status Report. Each report shall include management responses to any AUDITOR observations cited in results of AUP's performed.

The AUDITOR shall deliver to the AUTHORITY on or before [the date specified on the Deliverables Schedule by the AUDITOR in agreement with OCTA] of each year one (1) electronic, (1) reproducible master and five (5) copies of the AUDITOR's report.

9. A report addressed to the Board of Directors of the Orange County Transportation Authority on agreed-upon procedures related to the National Transit Database Reporting. Each report shall include management responses to any AUDITOR observations cited in results of AUP's performed.

The AUDITOR shall deliver to the AUTHORITY on or before [the date specified on the Deliverables Schedule by the AUDITOR in agreement with OCTA] of each year one (1) electronic, one (1) reproducible master and five (5) copies of the AUDITOR's report.

10. A report addressed to the Board of Directors of the Orange County Transportation Authority on the fair presentation of the 91 Express Lanes Fund financial statements in conformity with generally accepted accounting principles.

The AUTHORITY shall prepare the financial statements and related notes and provide a final version to the AUDITOR for reproduction. The AUDITOR shall deliver to the AUTHORITY on or before [the date specified on the Deliverables Schedule by the AUDITOR in agreement with AUTHORITY] of each year one (1) electronic, one (1) reproducible master and twenty-five (25) copies of the AUDITOR's report.

11. A report addressed to the Board of Directors of the AUTHORITY on the fair presentation of the 405 Express Lanes Fund financial statements in conformity with generally accepted accounting principles.

The AUTHORITY shall prepare the financial statements and related notes and provide a final version to the AUDITOR for reproduction. The AUDITOR shall deliver to the AUTHORITY on or before [the date specified on the Deliverables Schedule prepared by OCTA] of each year one (1) electronic, one (1) reproducible master and twenty-five (25) copies of the AUDITOR's report.

12. A report addressed to the Board of Directors of the AUTHORITY on the fair presentation of the State Transit Assistance Fund financial statements in conformity with generally accepted accounting principles.

The AUDITOR shall deliver to the AUTHORITY on or before [the date specified on the Deliverables Schedule by the AUDITOR in agreement

with OCTA] of each year one (1) electronic, one (1) reproducible master and five (5) copies of the AUDITOR'S report.

13. A report addressed to the Board of Directors of the AUTHORITY on the fair presentation of the Local Transportation Fund financial statements in conformity with generally accepted accounting principles.

The AUDITOR shall deliver to the AUTHORITY on or before [the date specified on the Deliverables Schedule by the AUDITOR in agreement with OCTA] of each year one (1) electronic, one (1) reproducible master and five (5) copies of the AUDITOR's report.

14. A report addressed to the Board of Directors of the Orange County Transportation Authority on the agreed-upon procedures related to the Treasury function.

The AUDITOR shall deliver to the AUTHORITY on or before [the date specified on the Deliverables Schedule by the AUDITOR in agreement with OCTA] of each year one (1) electronic, one (1) reproducible master and five (5) copies of the AUDITOR'S report.

15. A management letter addressed to the Board of Directors of the Orange County Transportation Authority (or related entities) regarding any significant findings which come to the AUDITOR'S attention during the conduct of the examinations for the appropriate fiscal year ended June 30 and recommendations as to those findings.

Prior to the issuance of the final management letters, the AUDITOR shall deliver a draft copy to the AUTHORITY for review and management response.

The AUDITOR shall also promptly advise and make known to the AUTHORITY its findings and recommendations for improvements in internal controls, and in accounting practices, procedures, and compliance, so that AUTHORITY personnel may undertake appropriate actions at the earliest possible date.

The AUDITOR shall deliver to the AUTHORITY on or before [the date specified on the Deliverables Schedule by the AUDITOR in agreement with OCTA] of each year one (1) electronic, (1) reproducible master and five (5) copies of each management letter.

D. Required Communications

Prior to the issuance of any final reports, the AUDITOR shall deliver a draft copy to the AUTHORITY for review.

Management responses to AUDITOR findings and recommendations shall be incorporated into all report drafts.

In addition to the auditing work detailed above, the AUTHORITY requires the AUDITOR to attend meetings of the AUTHORITY's Board of Directors, including the Finance and Administration Committee, and the Audit Subcommittee of the TOC. The combined total number of these meetings is not anticipated to exceed twelve (12) meetings per year and should include a report on the audit results each year. The average duration of each meeting is approximately two hours.

E. Special Considerations

1. The AUTHORITY shall send its ACFR to the Government Finance Officers Association (GFOA) for review in its Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the AUDITOR shall be required to provide special assistance to the AUTHORITY to meet the requirements of that program. The AUDITOR shall keep the AUTHORITY continually apprised of changes in the GFOA certificate program's Special Review Committee Checklist. It is desirable that at least one audit manager or partner, who is also a member of the GFOA certificate program's Special Review Committee be accessible for this purpose of examining the AUTHORITY's financial statements.
2. The AUTHORITY currently anticipates it may prepare one or more official statements in connection with the sale of debt securities, which shall contain the financial statements and the AUDITOR's report thereon. The AUDITOR shall be required, if requested by the fiscal advisor and/or the underwriter, to issue a "consent letter" as the AUDITOR and any necessary "comfort letters."
3. The AUTHORITY has determined that the United States Department of Transportation shall function as the cognizant agency in accordance with the provisions of the audit requirements of Title 2 U.S. Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).
4. The Schedule of Expenditures of Federal Awards and related AUDITOR's report, as well as the reports on compliance and internal controls are not to be included in the ACFR but are to be issued separately as described above.

F. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the AUDITOR'S expense, for a minimum of seven (7) years, unless the firm is notified in writing by the AUTHORITY of the need to extend the retention period. The AUDITOR shall be required to make working papers available, upon request, to the following parties or their designees:

U.S. Department of Transportation, or its designee
U.S. General Accounting Office (GAO)
Parties designated by the federal or state governments or by the AUTHORITY as part of an audit quality review process; and
Auditors of entities of which the AUTHORITY is a sub-recipient of grant funds.

In addition, the AUDITOR shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

II. DESCRIPTION OF THE GOVERNMENT

A. Name and Telephone Number of Contact Persons/Organizational Chart/Location of Offices.

The AUDITOR's principal contact with the AUTHORITY related to coordination of audit services shall be the AUTHORITY's Internal Audit Department. The AUDITOR's principal contact with the AUTHORITY related to accounting services shall be the Manager, Accounting and Financial Reporting, who shall coordinate the assistance to be provided by the AUTHORITY to the AUDITOR.

The organizational chart of the AUTHORITY is available at www.octa.net. The primary location of the services required shall be at the AUTHORITY's administrative offices located at 600 S. Main Street, Orange, CA 92868; however, services related to the local jurisdictions for TDA and Measure M2 compliance shall be conducted at those individual locations.

B. Background Information

The AUTHORITY is responsible for providing coordinated, efficient, and accountable transportation planning and services within Orange County. The AUTHORITY has service programs that support the transportation system in Orange County, including transit, commuter rail, Measure M2, capital programs, transit system planning, and toll road services. The AUTHORITY's fiscal year begins on July 1 and ends on June 30.

The AUTHORITY fiscal year 2023-24 budget includes a total of 1,369.5 budgeted positions.

The AUTHORITY is organized into several divisions as indicated on the organization chart (www.octa.net). The accounting and financial reporting functions of the AUTHORITY are centralized within the Finance & Administration Division.

More detailed information on the government and its finances can be found in the Annual Budget, the ACFR and the Single Audit Report. These documents can be obtained on our website at www.octa.net.

C. Fund Structure

The AUTHORITY uses the following funds:

Fund Type	Number of Funds
General Fund	1
Special Revenue Funds	5
Capital Project Funds	1
Debt Service Funds	1
Enterprise Funds	4
Internal Service Funds	2

D. Federal and State Awards

The AUTHORITY receives various federal awards, such as:

- Federal Transit Administration, Transit Formula and Discretionary Grants
- Federal Transit Administration, Planning and Research, Innovation Grants
- Federal Highway Administration, Local Streets and Roads and Highway Planning and Construction
- United States Department of Homeland Security, Homeland Security Grant Program
- Federal Emergency Management Agency, Transit Security Grants
- State Transportation Improvement Program
- SB1 Formula and Discretionary Funds
- Transit Development Act Funds
- Transit and Intercity Rail Capital Program
- Low Carbon Transit Operations Program

F. Pension Plans

The AUTHORITY participates in the Orange County Employees Retirement System (OCERS) cost sharing multiple-employer and California PERS agent multiple-employer pension plans.

G. Component Units

The AUTHORITY is defined, for financial reporting purposes, in conformity with the Governmental Accounting Standards Board's *Codification of Governmental Accounting and Financial Reporting Standards*, Section 2100. Using these criteria, three blended component units are included in the AUTHORITY's financial statements.

H. Joint Venture

The AUTHORITY participates in a joint venture with other governments related to commuter rail operations (Metrolink).

I. Magnitude of Finance Operations

The Finance & Administration Division is headed by Andrew Oftelie, Chief Financial Officer and consists of seven (7) departments, including Financial Planning and Analysis, Accounting and Financial Reporting, General Services, Information Systems, Contracts Administration and Materials Management, Treasury/Public Finance, and Revenue Administration. The Accounting and Financial Reporting Department includes the following functions: payroll, accounts payable, accounts receivable, general accounting, and financial reporting.

J. Computer Systems

HARDWARE

The Information Systems department computing infrastructure consists of 60+ physical servers, 350+ virtual servers running on a various combination of HP/UX, RedHat Linux, and Microsoft Windows Server operating systems.

Storage consists of over 75 Terabytes of data used.

The network consists of 90 switches and 125 wireless access points.

The department supports 600+ desktops and 500+ mobile devices (tablets/laptops).

SOFTWARE

Below are the major software systems that the Authority utilizes, among other software systems:

Make	Vendor	Major Applications
Lawson	Licensed	Payroll / Human Resources
Ellipse	Licensed	Purchasing, Inventory, Equipment Maintenance
OneSolution	Licensed	G/L, Fixed Assets, Cash Application, A/R, Encumbrances, A/P
CAMMNet	Consultant Developed	Internet Vendor and Procurement Solicitation Processing
ITMS	Licensed	Radio/Digital bus communications, Computer Aided Dispatch
GFI	Licensed	Farebox, Passes and Ridership Data
HASTUS	Licensed	Scheduled Fixed Route Data, Trip Statistics, Coach Operator Workday/Timekeeping
Trapeze	Licensed	Para-transit Scheduling, Communication, and Operations.
Kronos	Licensed	Maintenance Timekeeping
Hyperion	Oracle	Budget System

K. Internal Audit Function

The AUTHORITY has maintained an Internal Audit function for over twenty-five (25) years. The Internal Audit department reports to the Board of Directors and the Chief Executive Officer and is staffed with six (6) employees: The Executive Director of Internal Audit, (1) Senior Section Manager, (2) Principal Internal Auditors, (1) Internal Auditor and one Administrative Assistant. Members of the Internal Audit staff have the following certifications: CPA, CIA, and CFE.

L. Availability of Prior Audit Reports and Working Papers

Interested offerors who wish to review prior years' audit reports and management letters may review them at <https://octa.net/about/about-octa/internal-audit/audit-plan-and-reports/>

III. TIME REQUIREMENTS

A. Date Year-end Audit Fieldwork May Commence:

The AUTHORITY shall have all records ready for audit and all management personnel available to meet with the AUDITOR's personnel as of the second week in September of each year.

B. Timing Considerations:

1. AUDITOR shall provide the AUTHORITY with requests for information and documentation no less than 6 weeks in advance of the due date of such information.
2. AUDITOR shall provide AUTHORITY with comments on AUTHORITY prepared financial statements no less than 4 weeks prior to the required issuance date.
3. AUDITOR shall provide AUTHORITY with all drafts of audit reports, including recommendations to management, no later than two weeks prior to the required issuance date.

C. Entrance Conferences, Progress Reporting and Exit Conferences (similar time schedule shall be developed for audits of future fiscal years):

At a minimum, the following conferences shall be held by the dates indicated on the schedule.

Entrance conference *Prior to interim/year end fieldwork*

The purpose of this meeting shall be to discuss prior audit matters and the timing of the interim and year-end fieldwork to be performed. This meeting shall also be used to establish overall liaison for the audit and to arrange for workspace and other needs of the AUDITOR.

Progress conferences *Weekly (during interim and year-end fieldwork)*

The purpose of these meetings shall be to summarize the results of the preliminary reviews, specifically any findings, and to identify the key internal controls or other matters to be tested. Also, the meeting should include discussion of the work progress and issues.

Exit conference *October of each year*

The purpose of this meeting shall be to summarize the results of the fieldwork and to review significant findings.

D. Report Deadlines:

The AUDITOR shall have all final audit reports completed by [the date specified on the Deliverables Schedule by the AUDITOR in agreement with OCTA]. As soon as it is anticipated that a report due date will not be met, the Audit Partner assigned to the engagement shall be required to meet with the Executive Director of Internal Audit and the Manager, Financial Accounting and Reporting to identify the issues causing the delay and propose a plan of action to minimize the delay.

IV. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Finance & Administration Division and Clerical Assistance

The Finance and Administration Department staff and responsible management personnel shall be available during the audit to assist the AUDITOR by providing information, documentation, and explanations. The preparation of confirmations shall be the responsibility of the AUTHORITY based on specific instructions from the AUDITOR.

In addition, clerical support shall be made available to the AUDITOR for the preparation of representation letters and other reasonable requests.

B. Information Systems (IS) Assistance

IS personnel shall be available to assist the AUDITOR in performing the engagement. IS personnel shall also be available to provide systems documentation and explanations. The AUDITOR shall be provided computer time and the use of the AUTHORITY's computer hardware and software.

C. Work Area, Telephones, Photocopying and FAX Machines

The AUTHORITY shall provide the AUDITOR with reasonable workspace, desks, and chairs. The AUDITOR shall also be provided with access to photocopying facilities.

D. Report Preparation

Preparation, editing and printing of the ACFR shall be the responsibility of the AUTHORITY. The Accounting and Financial Reporting Department shall prepare draft financial statements and notes by the second week in September of each year. The AUDITOR shall provide all recommendations, revisions and

suggestions for improvement to the Manager, Accounting and Financial Reporting, no later than six weeks prior to the required issuance date.

V. AGREED UPON PROCEDURES

Current versions of the Agreed-Upon Procedures are attached herewith. From time to time, these procedures may need update and/or minor edits to accommodate changes in policies, procedures, guidelines, or regulations. Those changes are not anticipated to significantly change the effort required to apply the procedures and will be made through mutual agreement and without a formal amendment.

Measure M2 City/County Audits – Local Fair Share Agreed Upon Procedures

1. Describe which funds the Eligible Jurisdiction used to track all street and road expenditures and inquire how the Eligible Jurisdiction identifies MOE expenditures in its general ledger.
2. Obtain the detail of MOE expenditures for the fiscal year ended June 30, 20 and determine whether the Eligible Jurisdiction met the minimum MOE requirement as outlined in the Measure M2 Eligibility Guidelines Fiscal Year 2021/2022. Agree the total MOE expenditures to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, Line 18). Explain any differences.
3. Select a sample of MOE expenditures from the Eligible Jurisdiction's general ledger expenditure detail. Describe the percentage of total expenditures selected for inspection. For each item selected, perform the following:
 - a. Agree the dollar amount listed on the general ledger to supporting documentation, which may include a check copy or wire transfer, vendor invoice, payroll registers and timecards, journal voucher or other appropriate supporting documentation; and
 - b. Determine whether the expenditure was properly classified as a local street and road expenditure and is allowable per the Ordinance.
4. Identify whether indirect costs were charged as MOE expenditures. If applicable, compare indirect costs identified to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, line 1). Explain any differences. If applicable, obtain detail of indirect costs charged, and select a sample of charges for inspection. Inspect supporting documentation for reasonableness and appropriate methodology.
5. Obtain a listing of Measure M2 Local Fair Share payments made from OCLTA to the Eligible Jurisdiction and calculate the amount the Eligible Jurisdiction received

for the past three fiscal years. Obtain the fund balance of the Eligible Jurisdiction's Measure M2 Local Fair Share Fund as of June 30, 20XX and agree to the balance as listed on the Eligible Jurisdiction's Expenditure Report (Schedule 1, line 20) and determine whether funds were expended within three years of receipt or within five years if an extension was granted. Explain any differences.

6. Describe which fund the Eligible Jurisdiction used to track expenditures relating to Measure M2 Local Fair Share monies in its general ledger and the amount spent during the fiscal year ended June 30, 20XX. Agree the total Local Fair Share expenditures per the general ledger to the amounts reflected on the Eligible Jurisdiction's Expenditure Report (Schedule 2, line 17, and detail listed at Schedule 4). Explain any differences.
7. Obtain the Eligible Jurisdiction's Seven-Year Capital Improvement Program (CIP). Compare the projects listed on the Eligible Jurisdiction's Expenditure Report (Schedule 4) to the Seven-Year CIP, explaining any differences. Select a sample of Measure M2 Local Fair Share expenditures from the Eligible Jurisdiction's general ledger expenditure detail. Describe the percentage of total expenditures selected for testing. For each item selected perform the following:
 - a. Agree the dollar amount listed on the general ledger to supporting documentation, which may include a check copy or wire transfer, vendor invoice, payroll registers and timecards, journal vouchers or other appropriate supporting documentation.
 - b. Verify that the expenditures selected in (a) above were related to projects included in the Eligible Jurisdiction's Seven-Year CIP and are properly classified as Measure M2 Local Fair Share projects.
8. Identify whether indirect costs were charged as Measure M2 Local Fair Share expenditures. If applicable, compare indirect costs identified to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, line 1). Explain any differences. If applicable, select a sample of charges. Describe the dollar amount tested. Identify the amounts charged and inspect supporting documentation for reasonableness and appropriate methodology.
9. Obtain and inspect the Eligible Jurisdiction's interest allocation methodology and amount of interest allocated to the Measure M2 Local Fair Share Fund to ensure the proper amount of interest was credited. Agree the amount reflected to the amount of interest listed on the Eligible Jurisdiction's Expenditure Report (Schedule 2, line 4).
10. Determine whether the Jurisdiction was found eligible by the Board of Directors.

Agreed Upon Procedures for Measure M2 Senior Mobility Program - Eligible Jurisdictions:

1. Obtain and read the Cooperative Agreement for the Senior Mobility Program between OCLTA and the Eligible Jurisdiction and determine that the agreement was properly approved and executed.
2. Describe which fund(s) the Eligible Jurisdiction used to track expenditures relating to Measure M2 Senior Mobility Program monies in its general ledger and the amount spent during the fiscal year ended June 30, 20XX. Agree to amount listed as expended on Eligible Jurisdiction's Expenditure Report (Schedule 2, line 21 for Project U). Explain any differences.
3. Obtain a listing of Measure M2 Senior Mobility Program payments made from OCLTA to the Eligible Jurisdiction and calculate the amount the Eligible Jurisdiction received for the past three fiscal years. Obtain the fund balance of the Eligible Jurisdiction's Measure M2 Senior Mobility Program as of June 30, 20XX, agree to the balance as listed on the Eligible Jurisdiction's Expenditure Report (Schedule 1, line 24) and determine whether funds were expended within three years of receipt, or within five years, if an extension was granted. For payments received during the fiscal year ended June 30, 20XX, agree to amount listed as received on the Eligible Jurisdiction's Expenditure Report (Schedule 2, line 8 for Project U). Explain any differences.
4. Obtain and inspect the Eligible Jurisdiction's interest allocation and fare collection methodologies to ensure the proper amount of interest/program revenue was credited to the Measure M2 Senior Mobility Program Fund. Agree the amount reflected to the amount of interest listed on the Eligible Jurisdiction's Expenditure Report (Schedule 2, line 8 – Project U). Explain any differences.
5. Verify that the Eligible Jurisdiction satisfied the requirement of twenty percent (20%) matching of the total expenditures for the fiscal year ended June 30, 20XX.
6. Select a sample of Measure M2 Senior Mobility Program expenditures from the Eligible Jurisdiction's general ledger expenditure detail. Describe the percentage of total expenditures selected for testing. For each item selected perform the following:
 - a. Agree the dollar amount listed on the general ledger to supporting documentation, which may include a check copy or wire transfer, vendor invoice, payroll registers and timecards, journal vouchers or other appropriate supporting documentation.
 - b. Verify that the expenditures selected in (a) above are exclusively for Senior Mobility Program and meets requirements outlined in the Measure M2 Project

U Senior/Disabled Program Funding Policy Guidelines and the cooperative agreement.

7. Inquire as to the procedures used by the Eligible Jurisdiction to ensure that services are provided only to eligible participants in accordance with the Measure M2 Project U Senior/Disabled Program Funding Policy Guidelines and the cooperative agreement.
8. Identify whether administrative costs were charged as Measure M2 Senior Mobility Program expenditures. If applicable, confirm that administrative costs do not exceed 10 percent, as dictated in Measure M2 Project U Senior/Disabled Program Funding Policy Guidelines.
9. Determine if the Eligible Jurisdiction contracts with a third-party service provider (Contractor) to provide senior transportation service, and perform the following:
 - a. Verify that the Contractor was selected using a competitive procurement process.
 - b. Inspect the contract agreement to ensure that wheelchair accessible vehicles are available and used as needed.
10. Obtain the proof of insurance coverage for the Eligible Jurisdiction's Contractor and perform the following:
 - a. Review the insurance coverage to ensure the terms satisfy the requirements established in the Cooperative Agreement.
 - b. Verify that the current year proof of insurance was submitted and is on file with OCLTA in accordance with the Cooperative Agreement.
11. Obtain and sample four monthly operations reports, and determine the reports were submitted by the last day of the following month.

Agreed Upon Procedures for Measure M2 Senior Non-Emergency Medical Transportation Program (County of Orange):

1. Obtain and read the Cooperative Agreement between OCLTA and the County of Orange and determine that the agreement was properly approved and executed.
2. Document which funds the County used to track expenditures relating to Senior Non-Emergency Medical Transportation Program (SNEMT) monies in its general ledger and the amount spent during the fiscal year ended June 30,

20XX. Agree to amount listed as expended on schedule 2 of expenditure report. Explain any differences.

3. Obtain a listing of Measure M2 SNEMT payments made from OCLTA to the County and calculate the amount the County has received for the past three fiscal years. Obtain the cash balance of the County's SNEMT funds as of June 30, 20XX and determine whether funds are expended within three years of receipt. For payments received during the fiscal year ended June 30, 20XX, agree to amount listed as received on schedule 2 of expenditure report. Explain any differences.
4. Review the County's interest allocation methodology to ensure the proper amount of interest was credited to the Measure M2 SNEMT fund.
5. Determine the amount of Tobacco Settlement funds required to be expended by the County for the fiscal year ending June 30, 20XX (e.g. obtain from OCLTA the percentage requirement and apply to the annual state allocation of Tobacco Settlement funds for the year under review).
6. Determine that the County spent the required annual amount of Tobacco Settlement funds on the SNEMT program and select a sample from the general ledger to verify the expenditures related to the SNEMT program.
7. Select a sample of Measure M2 SNEMT expenditures from the County's general ledger expenditure detail. For each item selected perform the following:
 - a. Agree the dollar amount listed on the general ledger to supporting documentation, which may include a check copy or wire transfer, vendor invoice, payroll registers and timecards, journal vouchers or other appropriate supporting documentation.
 - b. Verify that the expenditures selected in (a) above are exclusively for the SNEMT program and comply with the Measure M2 Project U Senior/Disabled Program Funding Policy guidelines and the cooperative agreement.
8. Inquire as to the procedures used by the County to ensure that services are provided only to eligible participants in accordance with the Measure M2 Project U Senior/Disabled Program Funding Policy Guidelines and the cooperative agreement.
9. Identify whether or not indirect costs were charged as Measure M2 SNEMT expenditures. If applicable, select a sample of charges. Review the amounts charged and review supporting documentation for reasonableness and appropriate methodology.

10. Determine if the Eligible Jurisdiction contracts with a third-party service provider to provide senior transportation service, and perform the following:
 - a. Verify that the Contractor was selected using a competitive procurement process.
 - b. Review the contract agreement to ensure that wheelchair accessible vehicles are available and used as needed.
11. Obtain the proof of insurance coverage for the Eligible Jurisdiction's Contractor and perform the following:
 - a. Review the insurance coverage to ensure the terms satisfy the requirements established in the Cooperative Agreement.
 - b. Verify that the current year proof of insurance was submitted and is on file with OCLTA in accordance with the Cooperative Agreement.
12. Obtain the quarterly summary reports and determine if the reports were properly prepared and submitted within forty-five (45) days.
13. Inquire of the County whether they prioritized trips provided under the SNEMT program. If so, determine whether actual expenditures exceed available program funding and whether OCLTA was notified as required.

Measure M2 Status Report: Agreed Upon Procedures

The following summary of procedures related to the Measure M2 Status Report is separated into three sections: Section A describes procedures applied to Schedule 1; Section B describes procedures applied to Schedule 2; and Section C describes procedures applied to Schedule 3. All amounts are reported in thousands.

- A. Obtain Schedule 1 and perform the following procedures:
 1. Compare Year to Date June 30, 20XX amounts (Column A) to the audited trial balance of the OCLTA Special Revenue Fund (Fund 17) and the OCLTA Debt Service Fund (Fund 72) and additional detailed information from the underlying accounting records.
 2. Compare Period from Inception through June 30, 20XX amounts (Column B) by adding the prior year's Period from Inception through June 20XX (prior year) amounts with the Year to Date June 30, 20XX amounts (Column A).
 3. Re-compute totals and subtotals.
- B. Obtain Schedule 2 and perform the following procedures:

1. Compare Year Ended June 30, 20XX (Columns C.1 and C.2) to Schedule 1, Column A. For professional services, non-project related amounts, compare the sum of this caption allocated to Bond Revenues at June 30, 20XX (C.1 and C.2) to Schedule 1, Column A. For Environmental cleanup, agree to the project job ledger.
 2. Compare Period from Inception through June 30, 20XX amounts (Columns D.1 and D.2) to Schedule 1, Column B. For professional services, non-project related, and other non-project related amounts, compare the total of the amounts allocated to Revenues and to Bond Revenues at June 30, 20XX (Columns D.1 and D.2) to Schedule 1, Column B. For Environmental cleanup, agree to the project job ledger.
 3. Compare forecast amounts (Columns E.1 and E.2) to Measure M2 Forecast Model Schedule.
 4. Re-compute totals and subtotals.
- C. Obtain Schedule 3 and perform the following procedures:
1. Compare Net Revenues Program to Date Actual (Column H) and Total Net Revenues (Column I) amounts to Schedule 2, Column D.1 and Column F.1, Net Revenues (Totals), respectively.
 2. Recalculate Net Revenues Program to Date Actual (Column H) and Total Net Revenues (Column I) amounts, by mode and project description, based on the Measure M2 Transportation Investment Plan (Investment Plan).
 3. Reconcile Expenditures through June 30, 20XX (Column J) to Schedule 1, Column B. Agree Environmental cleanup to Schedule 2, Column D.1. Agree Oversight and Annual Audits to the Summary of Measure M2 Administrative Costs through June 30, 20XX. Agree Column J, by project description to the project job ledger by fiscal year.
 4. Haphazardly select a sample of expenditures from Column J and compare them to invoices and supporting documentation to determine whether the sampled expenditures were properly accrued and classified.
 5. Agree Reimbursements through June 30, 20XX (Column K) to Schedule 1, Column B. Agree Oversight and Annual Audits to the Summary of Measure M2 Administrative Costs through June 30, 20XX.
 6. Agree Column K to supporting revenue summary by project and fiscal year. Haphazardly select a sample of reimbursements from Column K and compare them to invoices and remittance advices to determine whether the

sampled reimbursements were properly calculated.

7. Recalculate the Net Project Cost (Column L) by subtracting Column K from Column J.
8. Recalculate Revenues Program to Date Actual (Column H.1) and the Total Revenues (Column I.1) for Environmental Cleanup (2% of Revenues) and Oversight and Annual Audits (1% of Revenues) by multiplying Total revenues per Schedule 2, Column D.1 and Column F.1 by 2% and 1%, respectively.
9. Recalculate Revenues Program to Date Actual (Column H.1) and Total Revenues (Column I.1) for Collect Sales Taxes (1.5% of Sales Taxes) by multiplying Sales taxes per Schedule 2, Column D.1 and Column F.1 by 1.5%.
10. Re-compute totals and subtotals.

National Transit Database (NTD): Agreed-Upon Procedures

The procedures to be applied to each applicable mode and type of service (TOS) (directly-operated (DO), purchased transportation (PT), Transportation Network, and Taxi) are:

- A. Obtain and read a copy of written system procedures for reporting and maintaining data in accordance with NTD requirements and definitions set forth in 49 CFR Part 630 and as presented in the 20XX NTD Policy Manual. If there are no procedures available, discuss the procedures with the personnel assigned responsibility for supervising the NTD data preparation and maintenance.
- B. Discuss the procedures (written or informal) with the personnel assigned responsibility for supervising the preparation and maintenance of NTD data to determine:
 - a. The extent to which the transit agency followed the procedures on a continuous basis, and
 - b. Whether these transit personnel believe such procedures result in accumulation and reporting of data consistent with NTD definitions and requirements set forth in 49 CFR Part 630 and as presented in the 20XX Policy Manual.
- C. Ask these same personnel about the retention policy that the transit agency follows as to source documents supporting NTD data reported on the Federal Funding Allocation Statistics form.

- D. Based on a description of the transit agency's procedures from items (A) and (B) above, identify all the source documents that the transit agency must retain for a minimum of three years. For each type of source document, select three months out of the year and determine whether the document exists for each of these periods.
- E. Discuss the system of internal controls. Inquire whether separate individuals (independent of the individuals preparing source documents and posting data summaries) review the source documents and data summaries for completeness, accuracy, and reasonableness and how often these individuals perform such reviews.
- F. Select a random sample of the source documents and determine whether supervisors' signatures are present as required by the system of internal controls. If supervisors' signatures are not required, inquire how personnel document supervisors' reviews.
- G. Obtain the worksheets used to prepare the final data that the transit agency transcribes onto the Federal Funding Allocation Statistics form. Compare the periodic data included on the worksheets to the periodic summaries prepared by the transit agency. Test the arithmetical accuracy of the summaries.
- H. Discuss the procedure for accumulating and recording passenger miles traveled (PMT) data in accordance with NTD requirements with transit agency staff. Inquire whether the procedure is one of the methods specifically approved in the 20XX NTD Policy Manual.
- I. Discuss with transit agency staff (the auditor may wish to list the titles of the persons interviewed) the transit agency's eligibility to conduct statistical sampling for PMT data every third year. Determine whether the transit agency meets NTD criteria that allow transit agencies to conduct statistical samples for accumulating PMT data every third year rather than annually. Specifically:
 - a. The transit agency serves an UZA with a population less than 500,000 according to the most recent census.
 - b. The public transit agency directly operates fewer than 100 revenue vehicles in all modes in annual maximum revenue service (VOMS) (in any size UZA).
 - c. Service purchased from a seller is included in the transit agency's NTD report.
 - d. For transit agencies that meet one of the above criteria, review the NTD documentation for the most recent mandatory sampling year (20XX) and determine that statistical sampling was conducted and meets the 95% confidence and $\pm 10\%$ precision requirements.
 - e. Determine how the transit agency estimated annual PMT for the current report year.

- J. Obtain a description of the sampling procedure for estimation of PMT data used by the transit agency. Obtain a copy of the transit agency's working papers or methodology used to select the actual sample of runs for recording PMT data. If the transit agency used average trip length, determine that the universe of runs was the sampling frame. Determine that the methodology used to select specific runs from the universe resulted in a random selection of runs. If the transit agency missed a selected sample run, determine that a replacement sample run was random. Determine that the transit agency followed the stated sampling procedure.
- K. Select a random sample of the source documents for accumulating PMT data and determine that the data are complete (all required data are recorded) and that the computations are accurate. Select a random sample of the accumulation periods and re-compute the accumulations for each of the selected periods. List the accumulations periods that were tested. Test the arithmetical accuracy of the summary.
- L. Discuss the procedures for systematic exclusion of charter, school bus, and other ineligible vehicle miles from the calculation of actual vehicle revenue miles with transit agency staff and determine that they follow the stated procedures. Select a random sample of the source documents used to record charter and school bus mileage and test the arithmetical accuracy of the computations.
- M. For actual vehicle revenue mile (VRM) data, document the collection and recording methodology and determine that deadhead miles are systematically excluded from the computation. This is accomplished as follows:
 - a. If actual VRMs are calculated from schedules, document the procedures used to subtract missed trips. Select a random sample of the days that service is operated, and re-compute the daily total of missed trips and missed VRMs. Test the arithmetical accuracy of the summary.
 - b. If actual VRMs are calculated from hubodometers, document the procedures used to calculate and subtract deadhead mileage. Select a random sample of the hubodometer readings and determine that the stated procedures for hubodometer deadhead mileage adjustments are applied as prescribed. Test the arithmetical accuracy of the summary of intermediate accumulations.
 - c. If actual VRMs are calculated from vehicle logs, select random samples of the vehicle logs and determine that the deadhead mileage has been computed in accordance with FTA definitions.
- N. For rail modes, inspect the recording and accumulation sheets for actual VRMs and determine that locomotive miles are not included in the computation.
- O. If fixed guideway or High Intensity Bus directional route miles (FG or HIB DRM) are reported, interview the person responsible for maintaining and reporting

- NTD data whether the operations meet the FTA definition of fixed guideway (FG) or High Intensity Bus (HIB) in that the service is:
- a. Rail, trolleybus (TB), ferryboat (FB), or aerial tramway (TR); or
 - b. Bus (MB, CB, or RB) service operating over exclusive or controlled access rights-of-way (ROW); and
 - i. Access is restricted;
 - ii. Legitimate need for restricted access is demonstrated by peak period level of service D or worse on a parallel adjacent highway;
 - iii. Restricted access is enforced for freeways; priority lanes used by other high occupancy vehicles (HOV) (i.e., vanpools (VP), carpools) must demonstrate safe operation; and
 - iv. High Occupancy/Toll (HO/T) lanes meet FHWA requirements for traffic flow and use of toll revenues. The transit agency has provided the NTD a copy of the State's certification to the U.S. Secretary of Transportation stating that it has established a program for monitoring, assessing, and reporting on the operation of the HOV facility with HO/T lanes.
- P. Discuss the measurement of FG and HIB DRM with the person reporting NTD data and determine that the he or she computed mileage in accordance with the FTA definitions of FG/HIB and DRM. Inquire of any service changes during the year that resulted in an increase or decrease in DRMs. If a service change resulted in a change in overall DRMs, re-compute the average monthly DRMs, and reconcile the total to the FG/HIB DRM reported on the Federal Funding Allocation Statistics form.
- Q. Inquire if any temporary interruptions in transit service occurred during the report year. If these interruptions were due to maintenance or rehabilitation improvements to a FG segment(s), the following apply:
- a. Report DRMs for the segment(s) for the entire report year if the interruption is less than twelve (12) months in duration. Report the months of operation on the FG/HIB segments form as 12. The transit agency should document the interruption.
 - b. If the improvements cause a service interruption on the FG/HIB DRMs lasting more than twelve (12) months, the transit agency should contact its NTD validation analyst to discuss. The FTA will make a determination on how to report the DRMs.
- R. Measure FG/HIB DRM from maps or by retracing route.
- S. Discuss whether other public transit agencies operate service over the same FG/HIB as the transit agency. If yes, determine that the transit agency coordinated with the other transit agency (or agencies) such that the DRMs for the segment of FG/HIB are reported only once to the NTD on the Federal Funding Allocation form. Each transit agency should report the actual VRM, PMT, and OE for the service operated over the same FG/HIB.

- T. Review the FG/HIB segments form. Discuss the Agency Revenue Service Start Date for any segments added in the 20XX report year with the persons reporting NTD data. This is the commencement date of revenue service for each FG/HIB segment. Determine that the date reported is the date that the agency began revenue service. This may be later than the Original Date of Revenue Service if the transit agency is not the original operator. If a segment was added for the 20XX report year, the Agency Revenue Service Date must occur within the transit agency's 20XX fiscal year. Segments are grouped by like characteristics. Note that for apportionment purposes, under the State of Good Repair (§5337) and Bus and Bus Facilities (§5339) programs, the 7-year age requirement for fixed guideway/High Intensity Bus segments is based on the report year when the segment is first reported by any NTD transit agency. This pertains to segments reported for the first time in the current report year. Even if a transit agency can document an Agency Revenue Service Start Date prior to the current NTD report year, the FTA will only consider segments continuously reported to the NTD.
- U. Compare operating expenses with audited financial data after reconciling items are removed.
- V. If the transit agency purchases transportation services, interview the personnel reporting the NTD data on the amount of PT-generated fare revenues. The PT fare revenues should equal the amount reported on the Contractual Relationship form.
- W. If the transit agency's report contains data for PT services and the procedures in this AUDITOR's review were not applied to the PT services, obtain a copy of the IAS-FFA regarding data for the PT service. Attach a copy of the statement to the report. Note as a negative finding if the PT services were not included in this AUDITOR's review, and the transit agency does not have a separate Independent Auditor Statement for the PT data.
- X. If the transit agency purchases transportation services, obtain a copy of the PT contract and determine that the contract specifies the public transportation services to be provided; the monetary consideration obligated by the transit agency or governmental unit contracting for the service; the period covered by the contract (and that this period overlaps the entire, or a portion of, the period covered by the transit agency's NTD report); and is signed by representatives of both parties to the contract. Interview the person responsible for retention of the executed contract, and determine that copies of the contracts are retained for three years.
- Y. If the transit agency provides service in more than one UZA, or between an UZA and a non-UZA, inquire of the procedures for allocation of statistics between UZAs and non-UZAs. Obtain and review the FG segment worksheets, route maps, and urbanized area boundaries used for allocating the statistics,

and determine that the stated procedure is followed and that the computations are correct.

- Z. Compare the data reported on the Federal Funding Allocation Statistics Form to data from the prior report year and calculate the percentage change from the prior year to the current year. For actual VRM, PMT or OE data that have increased or decreased by more than 10%, or FG DRM data that have increased or decreased. Interview transit agency management regarding the specifics of operations that led to the increases or decreases in the data relative to the prior reporting period.
- AA. The AUDITOR SHALL document the specific procedures followed, documents inspected, and tests performed in the work papers. The work papers should be available for FTA review for a minimum of three years following the NTD report year. The auditor may perform additional procedures, which are agreed to by the auditor and the transit agency, if desired. The AUDITOR SHALL clearly identify the additional procedures performed in a separate attachment to the statement as procedures that were agreed to by the transit agency and the auditor but not by the FTA.

Treasury Function Agreed Upon Procedures

- 1. Conduct inquiries of personnel involved in the Treasury Department operations, obtain the Debt and Investment Management Manual and observe the procedures performed to determine whether the procedures provide for:
 - a. Transactions that are clearly documented and readily available for examination;
 - b. Transaction that are promptly recorded and properly classified;
 - c. Transactions that are authorized and executed only by persons acting within the scope of their authority;
 - d. Segregation of key duties and responsibilities in authorizing, processing, recording and reviewing;
 - e. Supervision to ensure that internal control objectives are achieved;
 - f. Limiting access to resources and records to authorized individuals and ensuring accounting for custody of resources; and
 - g. Periodic reconciliation of investments between the custodian statements and the general ledger.
- 2. Compare the Investment Policy to California Government Code Section 53601 to determine compliance.
- 3. Confirm with the Bank of the West which employees have access to Bank of the West's Treasury Now system and their system rights including administrator rights. Determine if the employee rights are consistent with their job responsibilities and provide for segregation of duties.

4. Determine that the Investment Policy was provided to external investment managers on an annual basis. In addition, determine whether each investment manager certified receipt of the Investment Policy with a statement agreeing to abide by its terms.
5. Sample three monthly Treasury/Public Finance Department Reports on OCTA Investment and Debt Programs presented to the Finance and Administration Committee to determine they are provided in accordance with the Debt and Investment Management Manual (Section 2, Part C, Treasury/Public Finance Department, and Investment Reporting).
6. Select a sample of four authorization letters (and changes to them) to investment managers, brokers, banks and custodians to determine that they were jointly authorized in writing by the Treasurer and another individual authorized by the Debt and Investment Management Manual. In addition, inspect the letters for existence of the following attributes:
 - a. OCTA staff authorized to make investments;
 - b. Custody instructions; and
 - c. Instructions for money and security transfers.
7. Select all investment securities directly purchased by the Treasury Department during the fiscal year ended June 30, 20XX to determine that:
 - a. The investments were in compliance with the Investment Policy;
 - b. The Treasury Department's policies and procedures with respect to investment purchases were followed;
 - c. The investments were properly supported by trade confirmations and recorded; and
 - d. Any investment earnings on matured investments were calculated and recorded correctly.
8. Select a sample of 12 investment sweep transactions and confirm that they comply with the Investment Policy and the Investment Sweep Agreement.
9. Sample ten weekly holdings reports for each external investment manager during the fiscal year ended June 30, 20XX and determine that they were monitored by Treasury Department personnel and were in compliance with the Investment Policy. Specifically:
 - a. Obtain the holdings report for each external manager for each week selected;
 - b. Inspect that the Treasury Department's review was documented on the holdings report;
 - c. Compare the holdings report to the Investment Policy limits and diversification guidelines to determine whether the external investment manager complied; and

- d. Determine that any instances of noncompliance are identified and corrected by the Treasury Department and that probationary and reporting procedures were followed.
10. Select a sample of three monthly bank reconciliations during the fiscal year ended June 30, 20XX and perform the following:
 - a. Trace general ledger balances and bank balances to supporting documentation;
 - b. Determine whether the reconciliations were completed and approved by the end of the month following the month being reconciled;
 - c. Determine that any discrepancies were reported and resolved;
 - d. Determine that reconciliations and resolution of discrepancies were reviewed by an official who was not responsible for recording receipts and disbursements; and
 - e. Determine that bank statements were mailed directly to the Accounting Department.
 11. Select a sample of three (3) monthly investment account reconciliations and inspect the supporting documentation to determine that:
 - a. Reconciliations were completed and approved by the end of the month following the month being reconciled, and were performed by someone who was not responsible for recording receipts and disbursements;
 - b. Discrepancies were identified and resolved;
 - c. Reconciliations and the resolution of discrepancies were reviewed by an official who was not responsible for recording investment transactions; and
 - d. Investment statements were mailed directly to the Accounting Department.
 12. Inspect the Treasury Department's cash forecasting documentation to determine the Department performed or prepared the following:
 - a. prepared daily cash projections and daily cash reports on cash and investment activity;
 - b. reviewed forecasts with the Funds Management Team; and
 - c. monitored actual cash flow activity versus forecast.
 13. Observe and inspect the policies and procedures for reviewing corporate security ratings to determine that the procedures are adequate and provide timely identification and reporting of downgrades and credit watch placements.
 14. Inspect minutes of both the Board of Directors and the Finance and Administration Committee, inquire with Treasury Department personnel, and inspect other supporting documentation to determine that the following required oversight activities took place:

- a. The Finance and Administration Committee and/or Board of Directors reviewed investments on a monthly basis;
 - b. The Board of Directors reviewed and approved the Investment Policy and amendments made during the fiscal year ended June 30, 20XX;
 - c. The Internal Audit Department performs semi-annual reviews to determine if OCTA was in compliance with its debt, investment, and reporting policies and procedures; and
 - d. The funds management team met on a weekly basis.
15. Inquire whether there have been any changes in Treasury policies and procedures, organization or function, as a result of any prior year audit findings as a result of the Treasury Department Agreed Upon Procedures.

OCTA and OCLTA Appropriation Limit Worksheets: Agreed Upon Procedures

OCTA:

1. Obtain the completed worksheets setting forth the calculations necessary to establish OCTA's appropriations limit and compared the 20XX-XX limit and annual adjustment factors included in those worksheets to the limit and annual adjustment factors that were adopted by resolution of OCTA's Board of Directors. Compare the population and inflation options included in the aforementioned worksheets to those that were selected by a recorded vote of OCTA's Board of Directors.
2. Add last year's limit to the annual adjustment amount, and compared the resulting amount to the 20XX-XX appropriations limit.
3. Compare the current year information to the worksheets described in No. 1 above and to information provided by the California State Department of Finance.
4. Agree the prior year appropriations limit to the prior year appropriations limit adopted by OCTA's Board of Directors.

OCLTA:

5. Obtain the completed worksheets setting forth the calculations necessary to establish OCLTA's appropriations limit and compared the 20XX-XX limit and annual adjustment factors included in those worksheets to the limit and annual adjustment factors that were adopted by resolution of OCLTA's Board of Directors. Compare the population and inflation options included in the aforementioned worksheets to those that were selected by a recorded vote of OCLTA's Board of Directors.
6. Add last year's limit to the annual adjustment amount, and compared the resulting amount to the 20XX-XX appropriations limit.

7. Compare the current year information to the worksheets described in No. 1 above and to information provided by the California State Department of Finance.
8. Agree the prior year appropriations limit to the prior year appropriations limit adopted by OCLTA's Board of Directors.

LIMITATION ON GOVERNMENTAL DECISIONS

Nothing contained in this scope of work permits AUDITOR's personnel to authorize or direct any actions, votes, appoint any person, obligate, or commit AUTHORITY to any course of action or enter into any contractual agreement on behalf of AUTHORITY. In addition, AUDITOR's personnel shall not provide information, an opinion, or a recommendation for the purpose of affecting a decision without significant intervening substantive review by AUTHORITY personnel, counsel, and management.

EXHIBIT A-2: SCOPE OF WORK

LOSSAN INDEPENDENT ANNUAL FINANCIAL AUDIT

SCOPE OF WORK

**INDEPENDENT AUDITING SERVICES
(Annual Financial Audit)**

**AUDIT OF FINANCIAL STATEMENTS OF THE LOS ANGELES-SAN-DIEGO-SAN
LUIS OBISPO RAIL CORRIDOR (LOSSAN) AGENCY FOR
THE FISCAL YEARS ENDING JUNE 30, 2024, JUNE 30, 2025, JUNE 30, 2026 WITH
AN OPTION FOR FISCAL YEARS 2027 and 2028**

I. NATURE OF SERVICES REQUIRED

A. General

The Los Angeles – San Diego – San Luis Obispo (LOSSAN) Rail Corridor Agency (Agency) requires assistance from a firm of certified public accountants to audit its financial statements for the fiscal years ending June 30, 2024, June 30, 2025, June 30, 2026, with the option of auditing financial statements for two subsequent fiscal year's (2027 and 2028).

These audits are to be performed by the AUDITOR in accordance with generally accepted auditing standards and the most current version of each of the General Accounting Office's (GAO) *Government Auditing Standards* (as amended).

B. Scope of Work

The LOSSAN Agency desires the AUDITOR to express an opinion on the fair presentation of its basic financial statements in conformity with auditing standards accounting principles generally accepted in the United States of America and the standards applicable to financial audits contained in the *Government Auditing Standards*, issued by the Comptroller General of the United States.

The AUDITOR shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

The LOSSAN Agency shall prepare the financial statements and the notes to the financial statement and provide a final version to the AUDITOR for reproduction. The AUDITOR shall deliver to the LOSSAN Agency on or before December 31 of each year one (1) electronic document.

Following the completion of the audit of the fiscal year's financial statements, the AUDITOR shall issue:

A report should be prepared and addressed to the Board of Directors of the LOSSAN Agency on the fair presentation of LOSSAN Agency financial statements in conformity

with generally accepted accounting principles generally accepted in the United States of America and the standards applicable to financial audits contained in the *Government Auditing Standards*, issued by the Comptroller of the United States.

A report should be prepared and addressed to the Board of Directors of the LOSSAN Agency on internal control and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*.

A management letter addressed to the Board of Directors of the LOSSAN Agency regarding any significant findings which come to the AUDITOR's attention during the conduct of the examinations for the appropriate fiscal year ended June 30 and recommendations to those findings.

C. Required Communications

Prior to the issuance of any final reports, the AUDITOR shall deliver a draft copy to the LOSSAN Agency for review.

The AUDITOR shall also promptly advise and make known to the LOSSAN Agency its findings and recommendations for improvements in internal controls, and in accounting practices, procedures and compliance, so that the LOSSAN Agency personnel may undertake appropriate actions at the earliest possible date.

Management responses to AUDITOR findings and recommendations shall be incorporated into all report drafts.

In addition to the auditing work detailed above, the LOSSAN Agency requires the AUDITOR to attend meetings of the LOSSAN Board of Directors to present audit results. The average duration of each meeting is approximately two hours.

D. Working Paper Retention and Access

All working papers and reports must be retained, at the AUDITOR's expense, for a minimum of seven (7) years, unless the AUDITOR is notified in writing by the LOSSAN Agency of the need to extend the retention period. The AUDITOR shall be required to make working papers available, upon request, to the following parties or their designees:

U.S. Department of Transportation, or its designee;
U.S. General Accounting Office (GAO);
California Department of Transportation
California State Transportation Agency
Parties designated by the federal or state governments or by the LOSSAN Agency as part of an audit of quality review process; and
Auditors of entities of which the LOSSAN Agency is a sub-recipient of grant funds.

In addition, the AUDITOR shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

II. DESCRIPTION OF THE GOVERNMENT

1. Identification of Contact Persons/Organization Chart/Location of Offices

The AUDITOR'S principle contact with the LOSSAN Agency related to coordination of audit services shall be the LOSSAN Finance and Administration Manager.

The organizational chart of the LOSSAN agency is included as Attachment A. The books and records for the LOSSAN Rail Corridor Agency are maintained by the LOSSAN Agency at 550 South Main Street, P.O. Box 14184, Orange, California 92863-1484.

2. Background Information

The LOSSAN Agency is a joint powers authority (JPA) originally formed in 1989 for the primary purpose of improving passenger rail service along the LOSSAN rail corridor. It strives to increase ridership, revenue, capacity, reliability, coordination, and safety on the rail line between San Diego, Los Angeles, and San Luis Obispo. The LOSSAN Agency is governed by an eleven (11)-member Board of Directors (Board) composed of officials representing rail owners, operators, and planning agencies along the LOSSAN rail corridor. The LOSSAN Board includes representatives from nine member agencies (Los Angeles Metropolitan Transportation Authority (LAMTA), North County Transit District (NCTD), Orange County Transportation Authority (OCTA), Riverside County Transportation Commission (RCTC), San Diego Association of Governments (SANDAG), San Diego Metropolitan Transit System (SDMTS), San Luis Obispo Council of Governments (SLOCOG), Santa Barbara County Association of Governments (SBCAG), and Ventura County Transportation Commission). Amtrak, the California Department of Transportation (Caltrans) Division of Rail and Mass Transportation (DRMT), the California High-Speed Rail Authority (CHSRA), and the Southern California Association of Governments (SCAG) are non-voting, ex-officio members of the LOSSAN Board.

OCTA was selected as the managing agency of the LOSSAN Agency in August 2013, following a competitive request for proposals. As the managing agency, OCTA provides all management and administrative support for the LOSSAN Agency.

III. TIME REQUIREMENTS

A. Date Year-end Audit Fieldwork May Commence:

The LOSSAN Agency shall have all records ready for audit and all management personnel available to meet with the AUDITOR'S personnel by October 31 of each year.

B. Timing Considerations:

1. AUDITOR shall provide the LOSSAN Agency with requests for information and documentation no less than six (6) weeks in advance of the due date of such information.
2. AUDITOR shall provide the LOSSAN Agency with comments on Agency prepared financial statements no less than four (4) weeks prior to the required issuance date.
3. AUDITOR shall provide the LOSSAN Agency with all drafts of audit reports, including recommendations to management, no later than two (2) weeks prior to the required issuance date.

C. Entrance Conferences, Progress Reporting and Exit Conferences (similar time schedule shall be developed for audits of future fiscal years):

At a minimum, the following conferences should be held by the dates indicated on the schedule.

Entrance conference: Prior to interim/year end fieldwork

The purpose of this meeting shall be to discuss prior audit matters and the timing of the interim and year-end fieldwork to be performed. This meeting shall also be used to establish overall liaison for the audit and to arrange for workspace and other needs of the AUDITOR.

Progress conferences: Weekly (during interim and year-end fieldwork)

The purpose of these meetings shall be to summarize the results of the preliminary reviews, specifically any findings, and to identify the key internal controls or other matters to be tested. Also, the meeting should include discussion of the work progress and issues.

Exit conference: December of each year

The purpose of this meeting shall be to summarize the results of the fieldwork and to review significant findings.

D. Report Deadlines:

The AUDITOR shall have all final audit reports completed by the dates specified above. As soon as it is anticipated that a report due date will not be met, the Audit Partner assigned to the engagement shall be required to meet with the Managing Director and the Financial and Administration Manager of the LOSSAN Agency to identify the issues causing the delay and propose a plan of action to minimize the delay.

IV. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Finance & Administration and Clerical Assistance

LOSSAN Agency personnel shall be available during the audit to assist the AUDITOR by providing information, documentation and explanations. The preparation of confirmations shall be the responsibility of the LOSSAN Agency based on specific instructions from the AUDITOR.

In addition, clerical support shall be made available to the AUDITOR for the preparation of representation letters and other reasonable requests.

LIMITATION ON GOVERNMENTAL DECISIONS

Nothing contained in this scope of work permits AUDITOR's personnel to authorize or direct any actions, votes, appoint any person, obligate, or commit LOSSAN Agency to any course of action or enter into any contractual agreement on behalf of LOSSAN Agency. In addition, AUDITOR's personnel shall not provide information, an opinion, or a recommendation for the purpose of affecting a decision without significant intervening substantive review by LOSSAN Agency personnel, counsel, and management.

EXHIBIT B: COST AND PRICE FORMS

**PRICE SUMMARY SHEET – OCTA
REQUEST FOR PROPOSALS (RFP) 3-2931**

Enter below the proposed price for each of the work phases described in the Scope of Work, Exhibit A-1. Prices shall include direct costs, indirect costs and profits. The Authority’s intention is to award a firm-fixed price contract. Please denote the basis on which the prices are quoted.

THREE (3)-YEAR INITIAL TERM – April 1, 2024 through March 31, 2027

Task No.	Description	Firm-Fixed Price Per Audit		
		Year 1 4/1/24 - 3/31/25 FY 2024	Year 2 4/1/25 - 3/31/26 FY 2025	Year 3 4/1/26 - 3/31/27 FY 2026
1	Annual Audit - CAFR	\$ _____	\$ _____	\$ _____
2	Single Audit Act	\$ _____	\$ _____	\$ _____
3	Annual Audit - OCLTA	\$ _____	\$ _____	\$ _____
4	Agreed-Upon Procedures: Measure M2 City Audits (15 AUP's at \$ _____ each)	\$ _____	\$ _____	\$ _____
5	Agreed-Upon Procedures: Measure M2 Status Report	\$ _____	\$ _____	\$ _____
6	Agreed-Upon Procedures: NTD Reporting	\$ _____	\$ _____	\$ _____
7	SR-91 Toll Road Financial Statements	\$ _____	\$ _____	\$ _____
8	State Transit Assistance Fund Financial Statements	\$ _____	\$ _____	\$ _____
9	Local Transportation Fund Financial Statements	\$ _____	\$ _____	\$ _____
10	Agreed-Upon Procedures: Treasury	\$ _____	\$ _____	\$ _____
11	Required Communications/Attend Meetings	\$ _____	\$ _____	\$ _____
12	Coordination with External Agencies	\$ _____	\$ _____	\$ _____
13	Appropriations Limit Worksheets			
	OCTA	\$ _____	\$ _____	\$ _____
	OCLTA	\$ _____	\$ _____	\$ _____
14	TDA Claimant Audit	\$ _____	\$ _____	\$ _____
15	Measure M2 Compliance Audit (2024, 2025*, 2026*)	\$ _____	\$ _____	\$ _____
	*At OCTA's option			
16	I-405 Toll Road Financial Statements	\$ _____	\$ _____	\$ _____
TOTAL		\$ _____	\$ _____	\$ _____

*OCTA may elect to have the auditor perform the Measure M2 Compliance Audit for Fiscal Years 2025 and 2026.

TWO (2)-YEAR OPTION TERM – April 1, 2027 through March 31, 2029

		Firm-Fixed Price Per Audit	
		Year 1	Year 2
Task No.	Description	4/1/27 - 3/31/28 FY 2027	4/1/28 - 3/31/29 FY 2028
1	Annual Audit - CAFR	\$ _____	\$ _____
2	Single Audit Act	\$ _____	\$ _____
3	Annual Audit - OCLTA	\$ _____	\$ _____
4	Agreed-Upon Procedures: Measure M2 City Audits (15 AUP's at \$ _____ each)	\$ _____	\$ _____
5	Agreed-Upon Procedures: Measure M2 Status Report	\$ _____	\$ _____
6	Agreed-Upon Procedures: NTD Reporting	\$ _____	\$ _____
7	SR-91 Toll Road Financial Statements	\$ _____	\$ _____
8	State Transit Assistance Fund Financial Statements	\$ _____	\$ _____
9	Local Transportation Fund Financial Statements	\$ _____	\$ _____
10	Agreed-Upon Procedures: Treasury	\$ _____	\$ _____
11	Required Communications/Attend Meetings	\$ _____	\$ _____
12	Coordination with External Agencies	\$ _____	\$ _____
13	Appropriations Limit Worksheets		
	OCTA	\$ _____	\$ _____
	OCLTA	\$ _____	\$ _____
14	TDA Claimant Audit	\$ _____	\$ _____
15	*Measure M2 Compliance Audit (2027, 2028)	\$ _____	\$ _____
	*At OCTA's Option		
16	I-405 Toll Road Financial Statements	\$ _____	\$ _____
TOTAL		\$ _____	\$ _____

*OCTA may elect to have the auditor perform the Measure M2 Compliance Audit for Fiscal Years 2027 and 2028.

-
1. I acknowledge receipt of RFP 3-2931 and Addenda No.(s) _____.
 2. This offer shall remain firm for _____ days from the date of proposal.
(Minimum of 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

DATE SIGNED _____

**PRICE SUMMARY SHEET – LOSSAN
REQUEST FOR PROPOSALS (RFP) 3-2931**

Enter below the proposed price for each of the work phases described in the Scope of Work, Exhibit A-2. Prices shall include direct costs, indirect costs and profits. The Authority’s intention is to award a firm-fixed price contract. Please denote the basis on which the prices are quoted.

THREE (3)-YEAR INITIAL TERM – April 1, 2024 through March 31, 2027

		Firm-Fixed Price		
		Year 1	Year 2	Year 3
Task No.	Description	4/1/24 - 3/31/25 FY 2024	4/1/25 - 3/31/26 FY 2025	4/1/26 - 3/31/27 FY 2026
1	Annual Audit	\$ _____	\$ _____	\$ _____

TWO (2)-YEAR OPTION TERM – April 1, 2027 through March 31, 2029

		Firm-Fixed Price	
		Year 4	Year 5
Task No.	Description	4/1/27 - 3/31/28 FY 2027	4/1/28 - 3/31/29 FY 2028
1	Annual Audit	\$ _____	\$ _____

-
1. I acknowledge receipt of RFP 3-2931 and Addenda No.(s) _____.
 2. This offer shall remain firm for _____ days from the date of proposal.
(Minimum of 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

DATE SIGNED _____

EXHIBIT C: PROPOSED AGREEMENT

PROPOSED AGREEMENT NO. C-3-2931

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

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

WITNESSETH:

WHEREAS, AUTHORITY requires assistance from AUDITOR to provide audit AUTHORITY's financial statements for fiscal years ending June 30, 2024, 2025, and 2026, with the option of auditing the AUTHORITY's financial statements for each of the two subsequent fiscal years (2027 and 2028); and

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

WHEREAS, AUDITOR has represented that it has the requisite personnel and experience, and is capable of performing such services; and

WHEREAS, AUDITOR wishes to perform these services;

NOW, THEREFORE, it is mutually understood and agreed by AUTHORITY and AUDITOR as follows:

ARTICLE 1. COMPLETE AGREEMENT

A. This Agreement, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of this Agreement between AUTHORITY and AUDITOR 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. AUTHORITY's failure to insist in any one or more instances upon AUDITOR's performance

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

7 **ARTICLE 2. AUTHORITY DESIGNEE**

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

10 **ARTICLE 3. SCOPE OF WORK**

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

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

17 **Names**

Functions

18
19
20
21
22 C. No person named in paragraph B of this Article, or his/her successor approved by
23 AUTHORITY, shall be removed or replaced by AUDITOR, nor shall his/her agreed-upon function or level
24 of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should the
25 services of any key person become no longer available to AUDITOR, the resume and qualifications of
26 the proposed replacement shall be submitted to AUTHORITY for approval as soon as possible, but in no

1 event later than seven (7) calendar days prior to the departure of the incumbent key person, unless
2 AUDITOR is not provided with such notice by the departing employee. AUTHORITY shall respond to
3 AUDITOR within seven (7) calendar days following receipt of these qualifications concerning acceptance
4 of the candidate for replacement.

5 **ARTICLE 4. TERM OF AGREEMENT**

6 A. This Agreement shall commence on April 1, 2024 and shall continue in full force and
7 effect through March 31, 2027, unless earlier terminated or extended as provided in this Agreement.

8 B. The AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement
9 up to an additional twenty-four (24) months, commencing April 1, 2027 and continuing through
10 March 31, 2029 ("Option Term"), and thereupon require AUDITOR to continue to provide services, and
11 otherwise perform, in accordance with Exhibit A, entitled "Scope of Work", and Exhibit B, entitled
12 "Price Summary Sheet", set forth in Article 5 "Payment."

13 C. AUTHORITY's election to extend the Agreement beyond the Initial Term shall not
14 diminish its right to terminate the Agreement for AUTHORITY's convenience or AUDITOR's default as
15 provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period
16 extending from April 1, 2024 through March 31, 2029, which period encompasses the Initial Term and
17 Option Term.

18 **ARTICLE 5. PAYMENT**

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

22 B. AUTHORITY shall pay AUDITOR the firm-fixed payments specified in Exhibit B entitled
23 "Price Summary Sheet," which is attached to and, by this reference, incorporated in and made a part of
24 this Agreement. These firm-fixed prices shall remain fixed for the entire term of this Agreement and are
25 acknowledged to include AUDITOR's direct labor costs, indirect costs and profit.

26 C. AUDITOR shall invoice AUTHORITY on a monthly basis for payments corresponding to the

1 work actually completed by AUDITOR. Percentage of work completed shall be documented in a monthly
2 progress report prepared by AUDITOR, which shall accompany each invoice submitted by AUDITOR.
3 AUDITOR shall also furnish such other information as may be requested by AUTHORITY to substantiate
4 the validity of an invoice. At its sole discretion, AUTHORITY may decline to make full payment for any
5 task listed in Exhibit B entitled "Price Summary Sheet," until such time as AUDITOR has documented to
6 AUTHORITY's satisfaction, that AUDITOR has fully completed all work required under the task.
7 AUTHORITY's payment in full for any task completed shall constitute AUTHORITY's final acceptance of
8 AUDITOR's work under such task.

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

- 15 1. Agreement No. C-3-2931;
- 16 2. Specify the task number for which payment is being requested;
- 17 3. The time period covered by the invoice;
- 18 4. Total monthly invoice (including project-to-date cumulative invoice amount); and
- 19 5. Monthly Progress Report;
- 20 6. Certification signed by the AUDITOR or his/her designated alternate that a) The
21 invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup
22 information included with the invoice is true, complete and correct in all material respects; c) All payments
23 due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to
24 subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The
25 invoice does not include any amount which AUDITOR intends to withhold or retain from a subcontractor
26 or supplier unless so identified on the invoice.

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

3 **ARTICLE 6. MAXIMUM OBLIGATION**

4 Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and AUDITOR
5 mutually agree that AUTHORITY's maximum cumulative payment obligation (including obligation for
6 AUDITOR's profit) shall be _____ Dollars (\$_____00) which shall include all
7 amounts payable to AUDITOR for its subcontracts, leases, materials and costs arising from, or due to
8 termination of, this Agreement.

9 **ARTICLE 7. NOTICES**

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

14 To AUDITOR:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

18 ,
19 ATTENTION:

ATTENTION: Masih Bahadori

20 Title:

Title: Section Manager, Procurement

21 Phone:

Phone: (714) 560 - 5841

22 Email:

Email: mbahadori@octa.net

23 **ARTICLE 8. INDEPENDENT CONTRACTOR**

24 A. AUDITOR's relationship to AUTHORITY in the performance of this Agreement is that of an
25 independent contractor. AUDITOR's personnel performing services under this Agreement shall at all
26 times be under AUDITOR's exclusive direction and control and shall be employees of AUDITOR and not

1 employees of AUTHORITY. AUDITOR shall pay all wages, salaries and other amounts due its
2 employees in connection with this Agreement and shall be responsible for all reports and obligations
3 respecting them, such as social security, income tax withholding, unemployment compensation, workers'
4 compensation and similar matters.

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

9 **ARTICLE 9. INSURANCE**

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

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

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

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

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

23 5. Professional Liability with minimum limits of \$1,000,000.

24 B. Proof of such coverage, in the form of a certificate of insurance and an insurance policy
25 blanket additional insured endorsement, designating AUTHORITY, its officers, directors and employees
26 as additional insureds on general liability and automobile liability, as required by Agreement. Proof of

1 insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective
2 date of the Agreement and prior to commencement of any work. Such insurance shall be primary and
3 non-contributive to any insurance or self-insurance maintained by AUTHORITY. Furthermore,
4 AUTHORITY reserves the right to request certified copies or review all related insurance policies, in
5 response to a related loss.

6 C. AUDITOR shall include on the face of the certificate of insurance the Agreement Number C-
7 3-2931 and, the Procurement Section Manager, Masih Bahadori.

8 D. AUDITOR shall also include in each subcontract, the stipulation that subcontractors shall
9 maintain insurance coverage in the amounts required of AUDITOR as provided in the Agreement.
10 Subcontractors will be required to include AUTHORITY as additional insureds on the Commercial
11 General Liability, and Auto Liability insurance policies.

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

14 **ARTICLE 10. ORDER OF PRECEDENCE**

15 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:

16 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 3-2931;
17 (3) AUDITOR's proposal dated _____; (4) all other documents, if any, cited herein or
18 incorporated by reference.

19 **ARTICLE 11. CHANGES**

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

1 the Agreement as changed.

2 **ARTICLE 12. DISPUTES**

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

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

14 **ARTICLE 13. TERMINATION**

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

20 B. In the event either Party defaults in the performance of any of their obligations under this
21 Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the
22 option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Upon
23 receipt of such notice, AUDITOR shall immediately cease work, unless the notice from AUTHORITY
24 provides otherwise. Upon receipt of the notice from AUTHORITY, AUDITOR shall submit an invoice for
25 work and/or services performed prior to the date of termination. AUTHORITY shall pay AUDITOR for
26 work and/or services satisfactorily provided to the date of termination in compliance with this

1 Agreement. Thereafter, AUDITOR shall have no further claims against AUTHORITY under this
2 Agreement. AUTHORITY shall not be liable for any claim of lost profits or damages for such termination.

3 **ARTICLE 14. INDEMNIFICATION**

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

11 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

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

23 **Subcontractor Name/Addresses**

Subcontractor Amounts

24 \$.00

25 \$.00

26 \$.00

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

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

11 **ARTICLE 17. CONFLICT OF INTEREST**

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

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

25 **ARTICLE 18. CODE OF CONDUCT**

26 AUDITOR agrees to comply with AUTHORITY's Code of Conduct as it relates to Third-Party

1 contracts which is hereby referenced and by this reference is incorporated herein. AUDITOR agrees
2 to include these requirements in all of its subcontracts.

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

4 AUDITOR and all subcontractors performing work under this Agreement, shall be prohibited
5 from concurrently representing or lobbying for any other party competing for a contract with
6 AUTHORITY, either as a prime AUDITOR or subcontractor. Failure to refrain from such
7 representation may result in termination of this Agreement.

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

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

12 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

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

20 **ARTICLE 22. PROHIBITED INTERESTS**

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

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

25 A. The originals of all letters, documents, reports and other products and data produced under
26 this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made

1 for AUDITOR's records but shall not be furnished to others without written authorization from
2 AUTHORITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein
3 shall be retained by AUTHORITY.

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

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

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

20 A. In lieu of any other warranty by AUTHORITY or AUDITOR against patent or copyright
21 infringement, statutory or otherwise, it is agreed that AUDITOR shall defend at its expense any claim or
22 suit against AUTHORITY on account of any allegation that any item furnished under this Agreement or
23 the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any
24 presently existing U.S. letters patent or copyright and AUDITOR shall pay all costs and damages finally
25 awarded in any such suit or claim, provided that AUDITOR is promptly notified in writing of the suit or
26 claim and given authority, information and assistance at AUDITOR's expense for the defense of same.

1 However, AUDITOR will not indemnify AUTHORITY if the suit or claim results from: (1) AUTHORITY's
2 alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently
3 existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material
4 not provided by AUDITOR when such use in combination infringes upon an existing U.S. letters patent
5 or copyright.

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

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

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

22 B. It is expressly understood that any title to preliminary technical data is not passed to
23 AUTHORITY but is retained by AUDITOR. Preliminary data includes roughs, visualizations, software
24 design documents, layouts and comprehensives prepared by AUDITOR solely for the purpose of
25 demonstrating an idea or message for AUTHORITY's acceptance before approval is given for preparation
26 of finished artwork. Preliminary data title and right thereto shall be made available to AUTHORITY if

1 AUDITOR causes AUTHORITY to exercise Article 13, and a price shall be negotiated for all preliminary
2 data.

3 **ARTICLE 26. HEALTH AND SAFETY REQUIREMENT**

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

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

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

15 **ARTICLE 28. FORCE MAJEURE**

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

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-3-2931 to be executed as of the date of the last signature below.

AUDITOR

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

By: _____

Darrell E. Johnson
Chief Executive Officer

APPROVED AS TO FORM:

By: _____

James M. Donich
General Counsel

APPROVED:

By: _____

Janet Sutter
Executive Director, Internal Audit

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

ORANGE COUNTY TRANSPORTATION AUTHORITY

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

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

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

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

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

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

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- The Prime Contractor Yes ____ No ____
- Subconsultant Yes ____ No ____
- Agent/Lobbyist hired by Prime to represent the Prime in this RFP Yes ____ No ____

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

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

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

Print Firm Name

Print Name of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Gene Hernandez, Chairman
Tam Nguyen, Vice Chairman
Doug Chaffee, Director
Jose Diaz, Director
Andrew Do, Director
Jon Dumitru, Director
Jamey Federico, Director
Katrina Foley, Director
Brian Goodell, Director
Patrick Harper, Director
Michael Hennessey, Director
Steve Jones, Director
Fred Jung, Director
Farrah N. Khan, Director
Jessie Lopez, Director
Vicente Sarmiento, Director
Donald P. Wagner, Director

EXHIBIT F: SAFETY SPECIFICATIONS

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

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

1.2 REGULATORY

- A. Injury/Illness Prevention Program
The Contractor shall comply with CCR Title 8, Section with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier contractors, 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 G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

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

Offeror: _____

RFP No.: _____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

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

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

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:

_____ _____
