
Request for Proposals (RFP)
for
Investment Banking Services
for the
Alameda Corridor Transportation Authority

To be submitted to the
Alameda Corridor Transportation Authority

By August 17, 2009



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Date: July 10, 2009
Attention: Proposers
Subject: Investment Banking Services
Intent of the Scope of Work

The Alameda Corridor Transportation Authority (ACTA) is seeking proposals from qualified firms to provide investment banking services for a potential bond issue. It is ACTA's intent to select both a senior manager(s) and co-managers for the transaction. The bankers will be required to support ACTA in structuring, marketing, and selling the bonds in the capital markets. This will include (but not be limited to) tasks such as assisting in development of rating/investor presentations, assisting in preparation of disclosure and continuing disclosure documents, identification, evaluation and recommendation of financial alternatives, structuring and sale of bond issue(s). Actual work may not include all listed tasks, but could include related tasks that are not listed. See the Scope of Work for more information.

Notice is hereby given that ACTA will receive proposals for the performance of the services described above, with work anticipated to start about November 2, 2009. The proposal process and terms and conditions will be in strict accordance with the following RFP Documents:

- Letter of Invitation
- ACTA Policy on Conflict of Interest
- Instructions to Proposers
- Proposal Requirements
- Scope of Work

An original and six (6) copies of your proposal, using the Proposal Forms and including all information required by the Proposal Documents, must be addressed and delivered to ACTA's offices at the following address, which is the address to be used for all communications in connection with this RFP:

Attention: Sandra Doe, ACET Contracts Manager
Alameda Corridor Transportation Authority
One Civic Plaza, Suite 350
Carson, California 90745

A pre-proposal conference will not be held. However, should you have any questions, please submit them in writing no later than **Monday, July 27, 2009** by close of business. ACTA will prepare responses to questions received by that time on or before **Monday, August 3, 2009** and publish the questions and responses on ACTA's website. All proposals must be in writing, sealed and identified as to content and be received and time stamped by the receptionist in **Suite 350 no later than 3:00 p.m. local time on Monday, August 17, 2009**. Proposals received later than the above date and time may be rejected and returned to the Proposer unopened. The only acceptable evidence to establish the time of receipt is the date/time stamp imprinted upon the proposal package by the date/time recorder at ACTA's reception desk. **Proposers should note that ACTA expects to establish, by Friday, September 14, 2009, a short list of the most qualified proposers. Those proposers selected for the short list may be interviewed on Thursday, September 24, 2009, at ACTA's office identified above.**

Proposals shall be valid for one hundred and twenty (120) days after the final proposal due date.

ACTA reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposal received and to be the sole judge of the merits of the respective proposals received. **The selection, if made, will be made in accordance with the "Basis of Award" section I-12.0 of the RFP.**

From time to time ACTA receives inquiries from potential proposers for ACTA work asking about potential conflicts of interest and violations of ACTA's ethics rules.

ACTA's ethics rules are attached to assist all proposers in determining whether their participation or any team member's participation in this procurement poses a potential problem. These rules include state, federal, and ACTA rules and address conflicts of interest, including organizational conflicts, and unfair competitive advantages or perceived unfair competitive advantages.

ACTA recommends each team member review the rules and their current and past ACTA contractual relationships and, if deemed necessary, consult with their attorney in order to determine whether their participation in this procurement presents a potential violation of ACTA's ethics rules.

Proposers must complete the Certification Forms contained in Section 2 of the Proposal Requirements.

Proposers should be aware that ACTA reserves the right to review any potential conflict or unfair advantage in connection with a recommended proposer and may determine a conflict is presented even though the Proposer believes it does not. However, each potential proposer must be responsible for making the initial determination.

All questions regarding this RFP shall be submitted in writing to the address shown above or transmitted via email to doe@trenchteam.com. Such questions should be marked to the attention of the Contract Manager named below.

Sandra Doe
ACET Contract Manager
Alameda Corridor Transportation Authority

Sincerely,

Alameda Corridor Transportation Authority

James P. Preusch, CPA
Chief Financial Officer

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Table of Contents

<u>Section Title</u>	<u>Page Number</u>
Policy on Conflict of Interest.....	1
Instructions to Proposers.....	7
Proposal Requirements	15
Section 1 – Contents of Proposal.....	17
Section 2 – Proposal Letter/Certificate of Acceptance	21
Section 3 – Submittal Forms 1 - 2.....	23
General Instructions	23
Form 1 – Certification of Conflict of Interest Analysis.....	24
Form 2 – Possible Conflict of Interest Disclosure Form	26
Scope of Work	27

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Policy on Conflict of Interest

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SECTION 18.0 CONFLICT OF INTEREST POLICY

18.1 Standards

A Conflict of Interest occurs when an ACTA Board Member, ACTA employee, contractor, subcontractor or consultant, (ACTA Decision Participant) acting in an official capacity, participates in a matter that affects his or her Personal Financial Interests.

Personal Financial Interests include:

1. a business entity in which an ACTA Decision Participant or an immediate family member has a direct or indirect investment in excess of the Fair Political Practices Commission (FPPC) established limit or holds a management position;
2. real property in which an ACTA Decision Participant or an immediate family member owns an interest in excess of the FPPC established limit;
3. any person or entity that is a source of income or loans in excess of the FPPC established limit to an ACTA Decision Participant or an immediate family member (including a person or entity that has provided an ACTA Decision Participant or an immediate family member with gifts within the last year);
4. any person with whom an ACTA Decision Participant has a relationship which involves financial interests.

If a conflict exists, the ACTA Decision Participant must be “disqualified” - meaning that he or she must abstain from making, participating in making or attempting to use his or her official position in any way to influence the government decision that involves that financial interest. ACTA's Co-Counsel provides advice about whether a conflict exists and if disqualification is required. Severe penalties may result for ACTA and the ACTA Decision Participant, if the ACTA Decision Participant does not abstain when appropriate.

Decisions Related to Contracts

An ACTA Decision Participant may not have a personal financial interest in any ACTA contract that he or she is approving. Any participation in the process by which such a contract is developed, negotiated or executed is a violation of the law. (Government Code Section 1090)

In the Public Interest – The Appearance Standard

It is “not in the public interest” for an ACTA Decision Participant to act on a matter if the official or employee does not believe that he or she could act impartially or if the public might reasonably reach that conclusion. ACTA's Co-Counsel can decide that the public interest prevents an ACTA Decision Participant from acting even when the ACTA Decision Participant would not be disqualified by state laws.

18.2 Scope

This policy covers all ACTA Decision Participants and all favorable treatment sought, received, or given, whether in the form of gifts, favors, entertainment, services, or other gratuities. It does not apply to items of small value commonly exchanged in business relationships; however, discretion and common sense should be used. Situations must be avoided where public disclosure of the facts would result in embarrassment to the individual and/or ACTA.

18.3 Policy

Acting to one's own benefit in a Conflict of Interest situation is unethical and in violation of Government Code Section 1090. Knowingly participating in a Conflict of Interest situation is also unethical and in violation of Government Code Section 1090.

When a Conflict of Interest exists, or when a potential Conflict of Interest emerges, each ACTA Decision Participant and each employee or sub-contractor of ACTA's contractors and consultants has a duty to provide full written disclosure of the relevant facts concerning the situation to his/her immediate ACTA supervisor or contact. Failure to report a Conflict of Interest will result in appropriate action.

18.4 Examples of Potential Conflicts of Interest

The following list of examples, while not comprehensive, is illustrative of situations which may constitute a Conflict of Interest:

18.4.1 Favoring of Outside Interests for Personal Gain

- Influencing the procurement, purchase, lease, or the terms of lease for services, equipment or materials for ACTA that results in an advantage to the influencing individual or a person with a relationship to that individual.
- Engaging in an agreement or service contract with a company or private enterprise in which either the engaging individual or a person with a relationship to that individual has a financial or other interest.
- Managing (or supervising or controlling) a program, project, or task, which meets ACTA needs, in which either the managing individual or a person with a relationship to that individual has a financial or other interest.
- Directing (or guiding or conducting) a program, project, or task, which meets ACTA needs, in which either the directing individual or a person with a relationship to that individual has a financial or other interest.
- Accepting significant gifts or special favors for personal gain from private organizations or individuals with whom ACTA does business, or from colleagues, without complete disclosure to and approval of the recipient's ACTA supervisor, consistent with the Disclosure Procedures in Section 18.5.

18.4.2 Inappropriate Use of Personnel, Resources or Assets

- Using ACTA time or resources to carry out work (employment, consulting, or any other endeavors that take time away from the individual's ACTA work assignment) for an enterprise in which either the individual or a person with a relationship to that individual has a financial or other interest.
- Unauthorized and non-reimbursed use of ACTA resources or facilities to benefit a private concern in which either the individual or a person with a relationship to that individual has a financial or other interest. This includes assets that are, or may be deemed surplus and must be disposed of according to policy.

18.4.3 Inappropriate Use of Information

- Using for personal gain or other unauthorized purposes, privileged information acquired as a result of the individual's work for ACTA. Such information might include knowledge of forthcoming developments requiring contractor selection, etc.
- Unreasonably delaying publication of work results or premature announcement of results to secure personal gain.

18.4.4 Employment and Evaluative Relationships (applies to ACTA only)

- An ACTA Decision Participant may not participate in the selection, employment, supervision, instruction or evaluation of a person with whom the individual has a relationship.

18.5 Disclosure and Enforcement

When a Conflict of Interest arises or a potential Conflict of Interest develops, the person who is or may be in a Conflict of Interest situation is required to make a written disclosure of the situation or potential situation to his/her ACTA supervisor or the person who is responsible for the matter concerned.

The ACTA supervisor is responsible for making alternative arrangements so that a Conflict of Interest is avoided or does not persist. If the employee or the member of an ACTA contractor or consultant and their ACTA supervisor or contact cannot agree on alternative arrangements, the matter shall be referred to ACTA senior management.

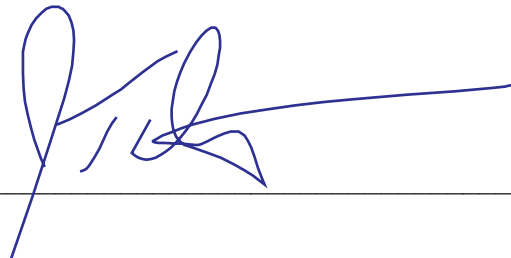
The ACTA supervisor and/or a member of ACTA's senior management shall investigate allegations of all violations of the Conflict of Interest policy. If the supervisor elects to conduct the review, all findings must be turned over to ACTA's senior management for review.

Violation of this policy may lead to disciplinary action.

18.6 California Fair Political Practices Commission Reporting (CFPPC)

ACTA, its Board members and certain identified staff members are obligated to comply with the provisions of the CFPPC, including periodic filing of Form 700. Specific guidelines and reporting requirements are provided to ACTA by the County of Los Angeles on behalf of the CFPPC and will be provided upon request.

Approved by: _____



Date: _____

6/19/08

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Instructions to Proposers

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I-1.0 Senior and Co-Manager Proposals

Firms may propose to serve either as senior manager, co-manager or both. Unless indicated otherwise in your proposal, ACTA will assume that firms proposing to serve as senior manager will accept a co-manager role in the event the firm is not selected as a senior manager.

I-2.0 Examination of RFP Documents

Proposer shall be solely responsible for examining the RFP Documents, including any Addenda issued during the proposal period, and for informing itself with respect to any and all conditions which may in any way affect the amount or nature of the proposal, or the performance of the Services in the event Proposer is selected. No relief for error or omission will be given.

I-3.0 Interpretation of RFP Documents and Addenda

ACTA reserves the right to revise the RFP Documents prior to the submittal due date. If an addendum requires significant changes, the Proposal submittal due date may be postponed by such number of days that ACTA considers appropriate for proposers to revise their Proposals. The announcement of such new date, if any, will be included in an addenda or clarification letter. Failure to acknowledge receipt of all addenda may render the Proposal non-responsive.

Proposer may request of ACTA in writing, prior to submission of proposal, clarification or interpretation of the RFP Documents. Any request must be submitted to the ACET Contracts Manager. Where such interpretation or clarification requires a change in the RFP Documents, ACTA will issue an Addendum. Proposer shall acknowledge receipt of any and all Addenda in its Proposal Letter. ACTA shall not be bound by and Proposer shall not rely on any oral interpretation or clarification of the RFP Documents.

I-4.0 Communication with ACTA

All communications regarding this RFP between potential Proposers and the staff of ACTA and consultants engaged by ACTA shall be addressed only to the ACET Contract Manager. All communications shall be in writing.

I-5.0 Ex Parte Communication

During the solicitation process (commencing July 10, 2009 with the issuance of the RFP, until award of the Contract or cancellation of this RFP), no proposer shall have any ex parte communications regarding the RFP Documents with any member of

ACTA's staff, its Governing Board, any of its contractors or consultants involved in the procurement, or Member Agencies or their staff, except for communications expressly permitted by the RFP Documents. ACTA's Member Agencies are the County of Los Angeles, Port of Long Beach, Port of Los Angeles, City of Los Angeles and City of Long Beach.

I-6.0 Preparation of Proposal

The proposal shall be formatted in accordance with the requirements specified herein. The proposal shall include copies of the Proposal Letter provided with the RFP Documents. Proposal Letter and forms shall be executed by an authorized signatory as **described in subsection I-8.0**, the instructions entitled "SIGNING OF PROPOSAL/AUTHORIZATION TO NEGOTIATE". All proposals shall be prepared by and at the expense of the Proposer.

Proposers should not assume that their past and/or current experience with ACTA demonstrates knowledge of ACTA's current needs or that the Selection Committee possesses knowledge of this experience. The evaluation of each proposal will be based upon the evaluation criteria applied to their proposal submission.

I-7.0 Modifications and Alternative Proposals

Proposer shall submit its proposal in strict conformity with the requirements of the RFP Documents. The proposal shall be complete in itself and shall be submitted within a sealed enclosure **in accordance with subsection I-10.0** "SUBMISSION OF PROPOSAL/PERIOD OF ACCEPTANCE" instruction herein.

Proposers are cautioned to limit exceptions, conditions, limitations or provisions attached to a proposal as they may be determined significant enough to cause its rejection.

Oral, telegraphic or telephonic proposals or modifications will not be considered.

I-8.0 Signing of Proposal/Authorization to Negotiate

Each proposal submitted by Proposer shall be executed by Proposer or by its authorized officer. In addition, Proposer must identify those persons authorized to negotiate on its behalf with ACTA in connection with this RFP.

I-9.0 Withdrawal of Proposals

A proposal may be withdrawn by the Proposer prior to the date and time for submittal of proposals by means of a written request signed by the Proposer or its properly

authorized officer. Such written request must be delivered to the place stipulated in the Letter of Invitation for receipt of proposals.

I-10.0 Submission of Proposal/Period of Acceptance

Each proposal submitted by Proposer shall be delivered to ACTA at the address shown on the Letter of Invitation up to the date and time shown therein. It is the Proposer's sole responsibility to assure that its proposal is received as stipulated.

ACTA will leave unopened any proposal received after the date and time for receipt of proposals. Any such proposal will be returned to the Proposer.

In compliance with this RFP, the Proposer agrees to provide the services at the costs stipulated therein if its proposal is accepted within 120 days from the date specified in the Letter of Invitation.

I-11.0 Evaluation of Proposals

The evaluation criteria are as follows:

<u>Evaluation Criteria</u>	<u>Weight</u>
Experience of the Firm	25
- Recent negotiated financings - Role of firm as either senior manager, co-senior manager, co-manager or selling group member - Actual sales participation of the firm	
- Recent experience with issuance of taxable and tax-exempt bonds	
- Experience within California - Experience outside California	
Experience of Key Staff	35
- Recent negotiated financings - Years in the industry and with the firm - Assigned role and level of participation with financings - Educational background and professional associations - Innovative/creative ideas/approaches with past bond issuances - Any other factors highlighting background and experience, and suggestions for ACTA's contemplated financings, structuring, and marketing (e.g., quantitative analysis, model design)	

- Recent taxable and tax-exempt bonds issuance experience	
- Experience with California issuers - Experience with other issuers (i.e., non-California)	
Structure and Marketing Issues	30
- Marketing plan for various types of bonds which may be issued by ACTA.	
Other Relevant Factors	10
- Spread and expenses	

I-12.0 Basis of Award

Any work resulting from this RFP will be awarded to the firm(s) whose proposal(s) meets the requirements of the RFP and is most advantageous to ACTA in terms of meeting the technical requirements and for attainment of project objectives as defined in the Scope of Work considering the evaluation criteria stated in subsection I-11.0 above. ACTA may request an oral briefing with the short listed firms to discuss the merits and/or deficiencies of their proposal. However, ACTA is under no obligation to enter into discussions or conduct negotiations with a Proposer, but can select firms on the basis of the offer(s) received. Proposers within the competitive range may be required to participate in negotiations and to submit such additional cost, technical, or other revisions to its proposal (or a Best and Final Offer) as may result from negotiations.

I-13.0 Public Records Act

Responses to this RFP become the exclusive property of ACTA and subject to the California Public Records Act. Those elements in each proposal which are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" may not be subject to disclosure. ACTA shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. Proposers which indiscriminately identify all or most of their proposal as exempt from disclosure without justification may be deemed non-responsive.

In the event ACTA is required to defend an action on a Public Records Act request for any of the contents of a proposal marked "confidential", "proprietary", or "trade secret", Proposer agrees, upon submission of its proposal for ACTA's consideration, to defend and indemnify ACTA from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

I-14.0 ACTA Rights

ACTA may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by a Proposer, and require additional evidence of qualifications to perform the services described in this RFP. ACTA reserves the right to:

1. Reject any or all of the proposals.
2. Issue subsequent Requests For Proposals.
3. Cancel the entire Request For Proposals.
4. Remedy technical errors in the Request For Proposals process.
5. Appoint evaluation committees to review proposals.
6. Seek the assistance of outside technical experts in proposal evaluation.
7. Approve or disapprove the use of particular subcontractors.
8. Establish a short list of Proposers eligible for discussions after review of written proposals.
9. Negotiate with any, all, or none of the Proposers.
10. Solicit best and final offers from all or some of the Proposers.
11. Award a contract to one or more Proposers.
12. Accept other than the lowest offer.
13. Waive informalities and irregularities in proposals.
14. Independently score or re-score each of the Proposer's qualifications, experience and or cost, consistent with the procurement.

This RFP does not commit ACTA to enter into a contract, nor does it obligate ACTA to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

I-15.0 QUALIFICATIONS OF FIRMS

ACTA reserves the right to investigate the qualifications of all firms under consideration and to confirm any part of the information furnished by a Proposer, or to require other evidence of managerial, financial or other capabilities, which are considered necessary for the successful performance of the contract.

Any person, firm, corporation, joint venture, or other interested party that has been compensated by ACTA or a contractor engaged by ACTA for assistance in preparing this RFP Document and/or estimate shall be considered to have gained an unfair competitive advantage in proposing and shall be precluded from submitting a Proposal in response to this RFP.

ANY PERSON, FIRM, CORPORATION, JOINT VENTURE, OR OTHER INTERESTED PARTY THAT HAS CONTINUED DISCUSSIONS REGARDING THIS RFP WITH ACTA STAFF AND BOARD MEMBERS, OR MEMBER AGENCY STAFF AND BOARD MEMBERS OTHER THAN THE CONTRACT MANAGER AFTER THE RFP IS ISSUED MAY BE CONSIDERED TO HAVE GAINED AN UNFAIR ADVANTAGE IN PROPOSING AND MAY BE PRECLUDED FROM SUBMITTING A PROPOSAL IN RESPONSE TO THE RFP.

(END OF INSTRUCTIONS TO PROPOSERS)

Proposal Requirements

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Section 1 – Contents of Proposal

1.1 General Format of Proposal

The proposal shall constitute the Proposer's plan for completing the Scope of Work. Accordingly the Proposer should present the technical approach demonstrating a well structured, reasonable work plan. Proposers should refine and/or expand the Scope of Work presented in the RFP to reflect the particular plan they would use to perform the Work. Proposers shall address any problems that they envision to be associated with the Work citing specific suggestions for avoiding these problems.

Proposals shall be prepared on bound 8 1/2" x 11" paper, with all text clear of binding. Use of 11" x 17" foldout sheets should be limited. Maximum length is 15 pages of written information, excluding appendices, exhibits and other attachments.

1.2 Proposal Content

The Proposal shall have the following components:

A. Proposal Letter (See Section 2) completed and executed by an authorized representative of the Proposer.

B. Executive Summary

Each proposal should include an Executive Summary of not more than one page, which summarizes why your firm should be considered for the position of senior and/or co-senior manager.

C. Basic Firm Information

Please list the investment banking and underwriting team members who will be assigned to the program and the roles each member will have in the financing. Please include addresses, phone/fax numbers, and email addresses. Resumes are not required but may be provided in an appendix to the proposal (not subject to the 15 page limit).

D. Experience of the firm

1. In table form, describe the experience of your firm on taxable and tax-exempt negotiated municipal bond financings since January 1, 2008. Note your role in the financing (senior manager, co-senior manager, co-manager or selling group member) and your actual sales participation.

2. Describe your experience as senior manager for taxable and tax-exempt bonds over \$100 million since January 1, 2008 specifically detail experience underwriting both within California and for transportation issuers. List the amount and type of bonds which were unsold at the close of pricing and the amount and type of bonds taken into inventory at the bond closing.

E. Experience of Key Staff

1. Describe the experience of your key staff on negotiated financings since January 1, 2008. Note their participation in the financing (senior manager, co-senior manager, co-manager or selling group member) and your actual sales participation.
2. Describe key staff experience as senior manager for taxable and tax-exempt bonds over \$100 million since January 1, 2007. Specifically experience underwriting both within California and for transportation issuers.
3. Please indicate years in the industry and with the firm. Describe assigned role and level of participation with financings, educational background and professional associations. Discuss any innovative/creative ideas/approaches with past bond issuances.
4. Describe any other factors highlighting background and experience (e.g., quantitative analysis, model design).

F. Structure and Marketing Issues

1. Please identify any particular ideas and concerns with restructuring ACTA debt to reduce annual debt service, particularly in early years. Comment on synthetic fixed rate refunding options given ACTA's underlying ratings, the availability and cost of liquidity or letters of credit, the availability and cost of bond insurance and counterparty risk and diversity. Comment on refunding, tender, and other restructuring opportunities.
2. It is possible that the selected underwriter(s) will be asked to market some or all of the following types of bonds:
 - Tax-Exempt Bonds
 - Taxable Bonds
 - Taxable Deferred Interest Bonds
 - Tax-Exempt Deferred Interest Bonds

- Taxable and Tax-Exempt Term Bonds subject to optional redemption (at ACTA's discretion) on any interest payment date from excess project revenues
- 3. Describe your plan for various types of bonds that ACTA may issue. Who do you expect will be the major buyers of each type of proposed bonds?
 - a. Discuss the market reception of taxable and tax-exempt deferred interest bonds.
 - b. Based on current market conditions, insurer ratings, and bond insurance pricing levels, do you expect that bond insurance will be cost-effective for some or all of the bonds?
 - c. Discuss experience with restructuring, tender offers, refunding, "scoop and dump," and other strategies which may reduce ACTA's annual debt service costs.

G. Other Relevant Factors

- 1. Spread and Expenses
 - a. Please indicate your proposed spread by maturity and average takedown for a financing with a maximum maturity 30 years. Include spread components (management fee, takedown, underwriting and itemized expenses). Management fees should be quoted on a flat fee per issue basis, not on per bond basis. Please indicate underwriter's counsel fees separately from itemized expenses. Include both an expected and an adverse market scenario. Please detail the assumptions you make to reach your conclusions.
 - b. Does your firm expect to engage underwriter's counsel for the proposed financing? If yes, what role do you foresee underwriter's counsel taking in the financing? If you believe it is essential that underwriter's counsel prepare the Preliminary Official Statement (POS) and final Official Statement (OS), please indicate the fee the underwriter's counsel would charge for preparing the POS and final OS. ACTA may designate a Disclosure Counsel (DC) to prepare the POS and OS and render a DC opinion to ACTA and the underwriters. Please indicate the fees of underwriter's counsel where ACTA retains such a DC and where ACTA does not retain DC and underwriter's counsel prepares the POS and OS.

All compensation including expenses are to be solely obtained from the bond costs of issuance if ACTA undertakes and completes a financing. Expenses are the responsibility of the underwriter if ACTA ultimately chooses not to issue bonds.

2. Please discuss any other factors not mentioned above that you believe should be considered by ACTA in its selection of senior and co-senior managing underwriters for the proposed financing.
- H.** Proposals shall be valid for 120 calendar days from the date stipulated in the RFP for receipt of proposals. If this offer is accepted within that time period, the Proposer agrees to furnish all services and items as stipulated in the RFP and any accompanying addenda.
- I.** In addition to the proposal, proposers must complete and submit with the proposal the following three Submittal Forms (See Section 3):
- Certification of Conflict of Interest Analysis (Form 1)
 - Possible Conflict of Interest Disclosure Form (Form 2)
 - Insurance Requirements (Form 3)

Failure to include with the proposal completed Submittal Forms duly executed by an authorized officer of the Proposer's firm may render the proposal incomplete and unresponsive and may cause its rejection.

Section 2 – Proposal Letter/Certificate of Acceptance

Proposer _____

Sandra Doe, ACET Contract Manager
ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
One Civic Plaza, Suite 350
Carson, Ca 90745

In response to the Request for Proposals (RFP) for Investment Banking Services, we the undersigned hereby declare that we have carefully read and examined the RFP documents and hereby propose to perform and complete the Work as presented in the Scope of Work

The undersigned understands and acknowledges that ACTA expressly reserves the right to select more than one firm to provide the services as described in the RFP, i.e. any selection shall be non-exclusive.

The undersigned agrees to provide the services described in the Scope of Work if its proposal is accepted within 120 days from the date specified in the RFP for receipt of proposals.

The undersigned has reviewed the terms and conditions of this RFP and agrees to accept all terms and conditions unless otherwise noted in the proposal response.

The undersigned will also deliver to ACTA prior to the commencement of the Scope of Work original Certificates of Insurance. The services shall be subject to the terms and conditions of the Scope of as set forth in the RFP Documents.

Incorporated herein and made a part of this Proposal are the Submittal Forms required by the Proposal Requirements.

The undersigned acknowledges receipt, understanding and full consideration of the following Addenda to the RFP Documents:

Addenda No. _____

The undersigned represents that the following person is authorized to negotiate on its behalf with ACTA in connection with this RFP:

(Name)

(Title)

(Phone)

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the RFP Documents and is satisfied that they are accurate; that it has carefully checked all the words and figures and all statements made in the Proposal Requirements; that it has satisfied itself with respect to other matters pertaining to the proposal which in any way affect the Work or the cost thereof. The undersigned hereby agrees that ACTA will not be responsible for any errors or omissions in the RFP Documents.

Proposer's Business Address
and Telephone/Fax Numbers,
and email address:

By: _____
(Signature)

(Type or Print Name)

(Title)

Section 3 – Submittal Forms 1 - 2

General Instructions

Proposals should adhere to the following requirements for completing the Submittal Forms:

- Submittal Forms are to be completed in accordance with the directions thereon and the RFP.
- All required explanatory narratives and supplementary data are to be included with the Submittal Forms as indicated.
- Identify the Proposer where indicated on each Submittal Form.
- Unless otherwise specified, Submittal Forms requiring signature(s) must be executed by the person who signs the Proposal Letter.
- Use of black ink and/or typewritten entries is preferred on the Submittal Forms and all other requested information.

Failure to comply with any of the above requirements may render the Proposal non-responsive.

Proposer: _____

Form 1 – Certification of Conflict of Interest Analysis

Proposers must respond to each of the following questions to determine whether any actual or perceived conflict of interest may exist. All primary questions numbered 1-5 must be marked on the “yes” or “no” in brackets. If any response has a “yes” answer, the supporting questions must also be answered completely and accurately. Please disclose all information and use additional sheets if necessary.

1. Have you or any of your team member(s) or consultant(s) ever been employed by ACTA? [Yes] or [No]. If your answer is “Yes”, please provide the additional information:

- Were you a full-time employee: [Yes] [No]
- Part-Time employee: [Yes] [No]
- As-Needed employee: [Yes] [No]
- Consultant: [Yes] [No]
- Or other, please explain: _____
- Dates of employment/consulting contract: _____
- In which department(s) did you work: _____
- Who was / were your supervisor(s): _____
- Please describe your job duties and responsibilities for each ACTA position held: _____
- What was your last date of employment: _____

2. Are any ACTA Board Member(s) or any of their staff presently serving as officers, partners, or shareholders in your company? [Yes] or [No]. If the answer is “Yes”, please provide the additional information:

- Name(s) of Board Members: _____
- What is his/her position with your company: _____
- Percentage of ownership of company shares: _____

3. Are any of your former employee’s or consultant’s presently employed by ACTA? [Yes] or [No]. If the answer is “Yes”, please provide the additional information:

- Names of each former employee: _____
- All titles of each former employee: _____
- Description of job duties: _____
- Dates of employment: _____

4. In the preceding twelve months, has your company made, arranged or delivered any gifts to any ACTA Board Member? [Yes] or [No]. If the answer is "Yes", please provide the additional information:

- Name of Board Member receiving the gift: _____
- Value of the gift: _____
- Description of the gift: _____
- Date that gift was delivered: _____

5. In the preceding forty-eight (48) months, has your company made, arranged or delivered any campaign contributions to any ACTA Board Member? [Yes] or [No]. If the answer is "Yes", please provide the additional information:

- Name of Board Member receiving contribution: _____
- Amount of the contribution: _____
- Description of form of contribution (i.e. cash, check): _____
- Date that contribution was delivered: _____
- To whom was the contribution delivered: _____

or

The Proposer certifies that no Conflicts of Interest exist between its organization or employees, and ACTA as defined in ACTA's Conflict of Interest Policy. [Initial Here: _____]

I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on: _____ At: _____

Signature: _____ Title: _____

Proposer: _____

Form 2 – Possible Conflict of Interest Disclosure Form

Proposers must provide the following information for itself and any subfirm to the proposal. This information is required to avoid any conflicts of interest regarding ACTA Board Members and their ability to take any action regarding approval of all contract awards. Please disclose all information and use additional sheets if necessary.

Name of Proposer

Principal

Contact name and telephone #

Firm Name

Email Address

Name of Subfirm

Principal

Contact name and telephone #

Subfirm Name

Email Address

Name of Subfirm

Principal

Contact name and telephone #

Subfirm Name

Email Address

I declare under penalty of perjury under the laws of the State of California, that the foregoing statements are true and correct.

Executed on: _____ At: _____

Signature: _____ Title: _____

Scope of Work

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1.0 Background

ACTA currently has over \$1.7 billion in debt outstanding. The debt consists of \$477.6 million in Series 1999 A senior tax-exempt revenue bonds, \$497.5 million in Series 1999 C senior taxable revenue bonds, \$91.7 million in 1999 D subordinate lien taxable revenue bonds, \$475.3 million in 2004 A tax-exempt subordinate lien revenue bonds, and \$193.4 million in 2004 B taxable subordinate lien taxable revenue bonds.

The 1999 A senior tax-exempt revenue bonds are callable at 101% on October 1, 2009. ACTA is contemplating calling and/or defeasing all or a portion of the 1999 A bonds through the issuance of refunding bonds. The Ports of Los Angeles and Long Beach have pledged to service up to 40% of ACTA's annual debt service if ACTA is not able to meet its debt service obligations.

For additional background on ACTA, its outstanding debt, financial condition and financial plans, copies of ACTA's budget and Official Statements are available upon request.

2.0 Consultant Responsibilities

The Investment Banker (Banker) shall be available as needed to provide analysis, consultation and support for all financial and related matters affecting the finances of ACTA, including, but not limited to, debt related support, e.g., issuance of outstanding debt, enhancement of plan of finance and other financial services such as modeling, analysis, feasibility studies, consultation and creative solutions. The firm will be expected to attend meetings as needed in the Los Angeles/Long Beach areas.

The Banker will assist ACTA and its financial advisor in the analysis of cash flow projections to determine the timing, size and types of debt issuance that will meet ACTA's financial objectives. The Banker will be expected to work with ACTA staff and financial advisor to organize and coordinate ACTA's financing transaction(s) and may accompany ACTA during various negotiations and presentations with the credit rating agencies, bond insurance providers, investors and credit/liquidity facility providers. During negotiations, it will be the responsibility of the Banker to work with ACTA staff and the financial advisor to assist in maintaining the long-term viability and flexibility of ACTA's capital structure by avoiding any products, structures or covenants that might be restrictive or otherwise detrimental to ACTA.

The principal roles of the Underwriters include, but are not limited to the following:

- Assist in preparation of Preliminary and Final Official Statements and Continuing Disclosure Certificate(s)
- Assist in developing bond structuring alternatives
- Preparation of pricing book to precede sale by at least one week
- Marketing the issue
- Pre-pricing and pricing conferences
- Distribution of Preliminary and Final Official Statements
- Final sales summary

Though ACTA will take the lead role in preparing the rating agency/insurance company presentation strategy, agenda and meeting materials, the senior manager may be asked to assist in the preparation of materials for those meetings.

3.0 ACTA Responsibilities

ACTA's Project Manager for this project is the Chief Financial Officer. The Project Manager shall be the technical interface for this project and will be available to the Banker for technical clarification, technical briefings(s) and technical guidance.

(End of Scope of Work)