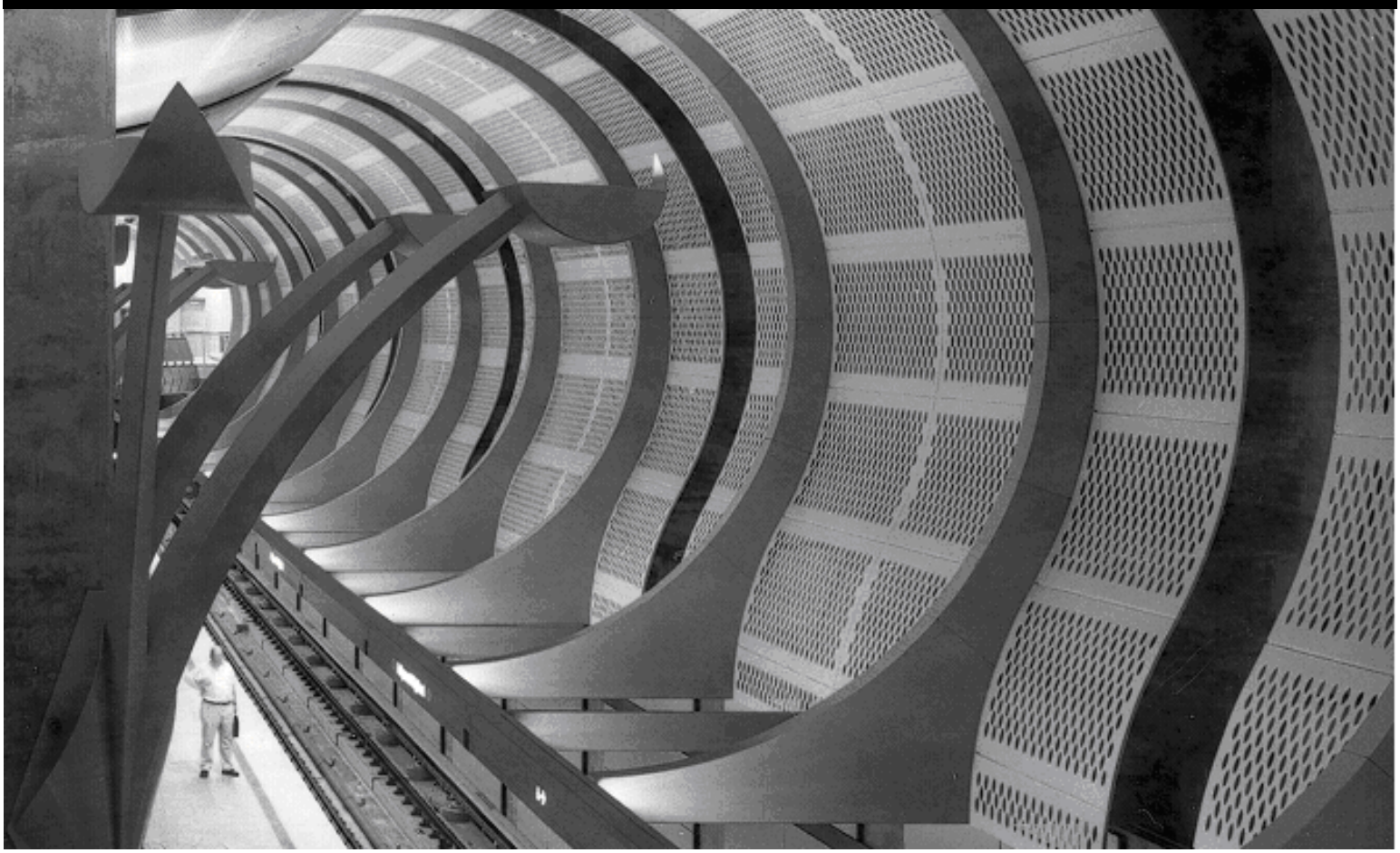
Los Angeles County
Metropolitan Transportation Authority

METRO BIKESHARE

RFP No. PS11357 ISSUED: 12.15.14



Metro™

This page is intentionally blank

TABLE OF CONTENTS

SECTION 1 – LETTER OF INVITATION 1-0

LETTER OF INVITATION FOR PROPOSAL 1-1

LETTER OF INVITATION SUPPLEMENT (FHWA) 1-3

LIST OF CERTIFIED FIRMS (DISCLAIMER) 1-5

SECTION 2 – CONTRACT DOCUMENTS 2-0

FIRM FIXED PRICE CONTRACT 2-1

ARTICLE I: CONTRACT DOCUMENTS ORDER OF PRECEDENCE 2-2
ARTICLE II: DEFINITIONS 2-3
ARTICLE III: WORK TO BE PERFORMED 2-3
ARTICLE IV: COMPENSATION 2-3
ARTICLE V: CONTRACT TERM AND PERIOD OF PERFORMANCE 2-4
ARTICLE VI: LIMITATION OF FUNDS 2-4
ARTICLE VII: ENTIRE AGREEMENT 2-4
EXHIBIT A – INSURANCE REQUIREMENTS 2-5

REGULATORY REQUIREMENTS 2-9

RR-01 ADMINISTRATIVE CODE * 2-9
RR-02 DISCRIMINATION * 2-10
RR-03 WHISTLEBLOWER REQUIREMENTS * 2-10
RR-04 PUBLIC RECORDS ACT * 2-11
RR-05 ACCESS TO RECORDS 2-11
RR-06 FEDERAL FUNDING, INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS, AND FEDERAL CHANGES* 2-12
RR-07 ENERGY CONSERVATION REQUIREMENTS 2-13
RR-08 CIVIL RIGHTS REQUIREMENTS * 2-13
RR-09 NO GOVERNMENT OBLIGATION TO THIRD PARTIES * 2-14
RR-10 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS * 2-14
RR-11 SUSPENSION AND DEBARMENT* 2-15
RR-12 RECYCLED PRODUCTS 2-16
RR-13 CLEAN WATER AND CLEAN AIR REQUIREMENTS* 2-16
RR-14 COMPLIANCE WITH FEDERAL LOBBYING POLICY * 2-16
RR-15 BUY AMERICA * 2-17
RR-16 CARGO PREFERENCE* 2-17
RR-17 FLY AMERICA 2-18
RR-18 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT * 2-18
RR-19 SEISMIC SAFETY 2-20
RR-20 ADA ACCESS 2-20
RR-21 ALCOHOL AND DRUG-FREE WORKPLACE PROGRAM * 2-21
RR-22 TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS * 2-22
RR-23 CHARTER SERVICE OPERATIONS 2-23
RR-24 SCHOOL BUS REQUIREMENTS 2-24
RR-25 FEDERAL PATENT AND DATA RIGHTS* 2-24

SPECIAL PROVISIONS (SERVICES) 2-27

SP-01 DBE PARTICIPATION 2-27
SP-02 SBE SET- ASIDE (RESERVED) 2-27
SP-03 SBE/DVBE PARTICIPATION (RESERVED) 2-27
SP-04 ORGANIZATIONAL CONFLICTS OF INTEREST* 2-27
SP-05 NOTICES AND SERVICE THEREOF* 2-28

SP-06 APPROVED SUBCONTRACTORS AND SUPPLIERS* 2-28
SP-07 RELEASE OF INFORMATION* 2-29
SP-08 ORDERING FOR INDEFINITE DELIVERY/QUANTITY CONTRACTS (RESERVED) . 2-29
SP-09 INSURANCE 2-29
SP-10 WORKSITE ACCESS/RESTORATION (JANUARY 2002) 2-29
SP-11 LOSS PREVENTION 2-29
SP-12 CONTRACTOR EQUIPMENT* 2-30
SP-13 FINAL PAYMENT BOND (RESERVED) 2-30
SP-14 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (RESERVED) 2-30
SP-15 CONTRACT SPECIFIC DEFINITIONS* (RESERVED) 2-30
SP-16 CLEAN UP 2-30
SP-17 PROTECTION OF METRO STRUCTURES, EQUIPMENT, AND VEGETATION 2-31
SP-18 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS* 2-31
SP-19 ALLOWABILITY, ALLOCABILITY & REASONABLENESS DEFINITIONS* 2-31
SP-20 SOFTWARE LICENSING AGREEMENT AND PROVISIONS FOR USE* 2-33
SP-21 LIQUIDATED DAMAGES* 2-34
SP-22 THE CONTRACTOR'S LICENSE 2-35
SP-23 INDIRECT COST RATES* 2-36
SP-24 METRO MANAGEMENT OF CONTRACTOR'S PERSONNEL* 2-40
SP-25 SUBCONTRACT ADMINISTRATION 2-41
SP-26 PAYMENT OF PREVAILING AND LIVING WAGES/REPORTING 2-44
SP-27 SERVICE CONTRACT WORKER RETENTION POLICY 2-45
EXHIBIT 1 - RATE CERTIFICATION 2-46

GENERAL CONDITIONS (SERVICES) 2-47
GC-01 GLOSSARY OF TERMS* 2-47
GC-02 INTERPRETATION* 2-52
GC-03 PRECEDENCE OF CONTRACT DOCUMENTS 2-52
GC-04 CONTRACT DOCUMENTS 2-53
GC-05 AUTHORITY OF THE CONTRACTING OFFICER 2-54
GC-06 METRO'S TECHNICAL REPRESENTATIVE (PROJECT MANAGER) 2-54
GC-07 INDEPENDENT CONTRACTOR 2-54
GC-08 ORGANIZATIONAL AND KEY PERSONNEL 2-54
GC-09 SUBCONTRACTORS AND SUPPLIERS* 2-55
GC-10 PERMITS 2-57
GC-11 GOODS* 2-58
GC-12 STANDARDS OF PERFORMANCE* 2-58
GC-13 UNAUTHORIZED ACTIONS* 2-59
GC-14 PERIOD OF PERFORMANCE 2-59
GC-15 INSPECTION OF WORK (ACCEPTANCE)* 2-60
GC-16 FINAL ACCEPTANCE* 2-60
GC-17 SAFETY* 2-62
GC-18 WARRANTY* 2-62
GC-19 RIGHTS IN PROPERTY* 2-62
GC-20 EXTENSION OF TIME 2-63
GC-21 CHANGES 2-65
GC-22 AUDIT SOFTWARE 2-67
GC-23 NOTICE OF INTENT TO CLAIM AND CLAIMS 2-67
GC-24 RESOLUTION OF DISPUTES 2-68
GC-25 SUSPENSION* 2-68
GC-26 TERMINATION FOR CONVENIENCE OF METRO* 2-69
GC-27 TERMINATION FOR DEFAULT* 2-72
GC-28 ASSIGNMENT* 2-74
GC-29 ENVIRONMENTAL COMPLIANCE 2-75

GC-30 HISTORICAL, ARCHAEOLOGICAL, PALEONTOLOGICAL, AND SCIENTIFIC DISCOVERIES* 2-76
GC-31 THE CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC* 2-76
GC-32 WHISTLEBLOWER REQUIREMENTS* 2-77
GC-33 COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT* 2-77
GC-34 SEVERABILITY* 2-77
GC-35 GOVERNING LAW* 2-78
GC-36 PUBLIC RECORDS ACT* 2-78
GC-37 LIABILITY AND INDEMNIFICATION* 2-78
GC-38 RIGHTS IN TECHNICAL DATA, PATENTS AND COPYRIGHTS* 2-82
GC-39 SOFTWARE LICENSING AGREEMENT AND PROVISIONS FOR USE* 2-84
GC-40 AGENT TO ACCEPT SERVICE 2-85
GC-41 CONFLICT OF INTEREST* 2-85
GC-42 COVENANT AGAINST CONTINGENT FEES* 2-86
GC-43 NO WAIVER 2-86
GC-44 CONFIDENTIALITY* 2-87
GC-45 SAFETY AND LOSS PREVENTION * 2-87
GC-46 ENGLISH REQUIREMENTS * 2-88

COMPENSATION & PAYMENT PROVISIONS (FIRM FIXED PRICE) 2-89
CP-01 BASIS OF COMPENSATION * 2-90
CP-02 PROGRESS PAYMENTS 2-90
CP-03 RETENTIONS, ESCROW ACCOUNTS AND DEDUCTIONS 2-91
CP-04 PAYMENT TO SUBCONTRACTORS * 2-93
CP-05 PAYMENT OF TAXES * 2-93
CP-06 FINAL PAYMENT * 2-94
CP-07 AUDIT REQUIREMENTS * 2-95
EXHIBIT 1 - PAYMENT CERTIFICATION 2-98

EXHIBIT B - STATEMENT OF WORK 2-99

CONTRACT COMPLIANCE MANUAL (Federal – FHWA) 2-112
SECTION 100 - DISADVANTAGED BUSINESS ENTERPRISE PROGRAM 2-112
SECTION 200 - DBE PARTICIPATION 2-113
SECTION 300 ADMINISTRATIVE REQUIREMENTS 2-117
SECTION 400 - CONTRACT COMPLIANCE MONITORING 2-118
SECTION 500 - RESOLUTION OF DISPUTES BETWEEN METRO CONTRACTOR AND SUBCONTRACTORS 2-125
SECTION 600 - ADDING OR SUBSTITUTING OR TERMINATING A DBE 2-126
SECTION 700 - GOAL ATTAINMENT DURING LIFE OF CONTRACT 2-128
SECTION 800 - SANCTIONS FOR VIOLATIONS 2-129
APPENDIX A – DIVERSITY AND ECONOMIC OPPORTUNITY MANUAL (FEDERAL) DEFINITIONS 2-132
APPENDIX B - DBE FORMS 2-135

SECTION 3 – BID/PROPOSAL DOCUMENTS 3-0

INSTRUCTIONS TO PROPOSERS 3-1
IP-01 PREQUALIFICATION REQUIREMENTS 3-1
IP-02 BIDDERS LIST FORM 3-1
IP-03 RESERVED 3-2
IP-04 EXAMINATION OF RFP DOCUMENTS 3-2
IP-05 INTERPRETATION OF RFP DOCUMENTS 3-2
IP-06 COMMUNICATION WITH METRO 3-2
IP-07 AMENDMENT 3-2
IP-08 PREPARATION OF SUBMITTAL 3-3
IP-09 MODIFICATIONS AND ALTERNATIVE PROPOSALS 3-3
IP-10 SIGNING OF PROPOSAL AND AUTHORIZATION TO NEGOTIATE 3-3
IP-11 SUBMISSION OF PROPOSAL 3-4

IP-12 PROPOSAL EVALUATION PROCESS 3-4
IP-13 WITHDRAWAL OF SUBMITTAL 3-4
IP-14 PRE-AWARD AUDIT 3-5
IP-15 METRO RIGHTS 3-5
IP-16 PUBLIC RECORDS ACT 3-5
IP-17 DISQUALIFICATION OF PROPOSERS 3-6
IP-18 FILING OF PROTESTS 3-6

DBE INSTRUCTIONS TO BIDDERS/PROPOSERS AND FORMS (FEDERAL - FHWA) 3-7
100 DBE PROGRAM 3-7
200 DBE PARTICIPATION 3-8
300 COMMERCIAL USEFUL FUNCTION AND COUNTING DBE PARTICIPATION 3-10
400 GOOD FAITH EFFORTS – OFFERORS WHO FAIL TO MEET THE GOAL ARE REQUIRED TO INCLUDE DOCUMENTATION OF GOOD FAITH EFFORTS BY THE BID/PROPOSAL DUE DATE 3-12
ATTACHMENT A - SAMPLE ADVERTISEMENT 3-20
ATTACHMENT B - NEWSPAPER ADVERTISEMENT LOG 3-21
ATTACHMENT C - SELECTED WORK CATEGORIES FORM 3-22
ATTACHMENT D - WRITTEN SOLICITATION SUBMITTAL FORM 3-23
ATTACHMENT E - SOLICITATION FOLLOW-UP LOG 3-24
ATTACHMENT F - LIST OF ALL FIRMS/SOLICITATION RESPONSES RECEIVED 3-25
ATTACHMENT G - SAMPLE LETTER OF SOLICITATION 3-26
500 DBE CERTIFICATION 3-27
600 CONTRACT COMPLIANCE 3-28
TABLE 1 - DBE COMMITMENT FORMS 3-29
FORM 1 – PROPOSED LIST OF SUBCONTRACTORS AND SUPPLIERS 3-30
FORM 2 – DBE AFFIDAVIT 3-31
FORM 3 - PROPOSED LOWER TIER SUBCONTRACTORS & SUPPLIERS 3-32
FORM 4 - BUSINESS DATA SHEET 3-33
FORM 5 - DBE AFFIRMATION 3-35

SUBMITTAL REQUIREMENTS 3-36
1.1 GENERAL FORMAT 3-36
1.2 PROPOSAL CONTENT 3-36

EVALUATION CRITERIA 3-39

SECTION 4 – PRE-QUALIFICATION DOCUMENTS 4-0

CONTRACTOR PRE-QUALIFICATION APPLICATION 4-1
PRE-QUALIFICATION APPLICATION INSTRUCTIONS 4-2
DEFINITIONS 4-2
SECTION I: IDENTIFICATION 4-3
SECTION II: OWNERSHIP/MANAGEMENT, PROJECT TEAM MEMBERS, AND RELATED ENTITIES 4-4
SECTION III: CIVIL ACTIONS 4-5
SECTION IV: COMPLIANCE WITH LAWS AND OTHER REGULATIONS 4-6
SECTION V: ETHICS 4-7
SECTION VI: ADDITIONAL DOCUMENTATION REQUIRED 4-8
FINANCIAL STATEMENT 4-9

SECTION 5 – BID/PROPOSAL FORMS 5-0

PROPOSAL LETTER 5-1

BIDDERS LIST FORM 5-5

LIST OF CURRENT PROJECTS (BACKLOG) 5-6

LIST OF COMPLETED PROJECTS - LAST THREE YEARS 5-7

FORM 60 AND INSTRUCTIONS 5-8
EXHIBIT C – PRICING SCHEDULE.....5-16
EXHIBIT D – REQUIRED AND DESIRED BIKESHARE SYSTEM ELEMENTS CHECKLIST 5-20
EXHIBIT E – ADDITIONAL INFORMATION SUBMITTAL 5-27
EXHIBIT F – PERFORMANCE REQUIREMENT SUBMITTAL 5-28
EXHIBIT G – PROJECT SCHEDULE MILESTONE SUBMITTAL 5-30

SECTION 6 – REQUIRED CERTIFICATIONS 6-0

ETHICS DECLARATION 6-1

GENERAL CERTIFICATIONS 6-3

CERTIFICATION OF COMPLIANCE WITH FEDERAL LOBBYING REQUIREMENTS (49 CFR PART 20).....6-5

CERTIFICATION OF PROSPECTIVE CONTRACTOR REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION 6-16

CERTIFICATION OF PROSPECTIVE LOWER TIER PARTICIPANT REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION 6-20

* All Articles, Subarticles, or portions of the Contract noted by an asterisk (*) shall be included in (flow-down to) all Subcontracts of any tier.

SECTION 1 – LETTER OF INVITATION

This page is intentionally blank

Metro

Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012-2952
213.922.2000 Tel
metro.net

December 15, 2014

ATTENTION: Prospective Proposer

SUBJECT: REQUEST FOR PROPOSALS (RFP) FOR RFP No. PS11357, METRO BIKESHARE

Los Angeles County Metropolitan Transportation Authority (Metro) has established a contracting opportunity to provide equipment for implementation, installation, operation, marketing and maintenance of a Metro Bikeshare System as outlined in the Statement of Work. The resultant Contract, if awarded, will be federally, state and locally funded, and is subject to fiscal year funding.

You are requested to submit a proposal to furnish all of the labor, materials, and other related items required for the performance of a contract resulting from RFP No. PS11357 on a Firm Fixed Rate Price. This Contract will be for a term of seven (7) years. Funding is contingent on fiscal year availability.

Per Instructions to Proposers (IP-01), all prime proposers and first tier subcontractors whose total price is equal to or greater than $100,000 will be required to complete and submit a Contractor Pre-Qualification Application. Failure to submit a complete application may cause your proposal to be rejected as non-responsive.

Prime contractor and subcontractor(s) Pre-Qualification applications are due to the Pre-Qualification office on or before the proposal due date. **Do not put copies of pre-qualification documents in your proposal.**

Metro will receive proposals for the above-identified contract (Contract). An original hardcopy, six (6) copies, and one (1) electronic copy (USB flash drive) of all proposals must be submitted in sealed envelopes (price proposal must be submitted in a separate sealed envelope), by mail or hand delivered to the address below, no later than 2:00 p.m. (PST) on Tuesday, January 20, 2015.

Los Angeles County
Metropolitan Transportation Authority (Metro)
One Gateway Plaza
Los Angeles, CA 90012-2952
9th Floor Receptionist
RFP No. PS11357

The RFP documents are available for download on the Internet at "**www.metro.net**".

All communications in connection with this RFP shall be provided as follows:

By U.S. Mail, FedEX, UPS, or courier	Los Angeles County Metropolitan Transportation Authority One Gateway Plaza Los Angeles, CA 90012-2952 Attention: Lily Lopez, Sr. Contract Administrator RFP No. PS11357
• By Phone to (213) 922 - 4639 • By e-mail to: **lopezlil@metro.net**	Los Angeles County Metropolitan Transportation Authority Attention: Lily Lopez, Sr. Contract Administrator RFP No. PS11357
	Diversity & Equal Opportunity, Violeta Aguilos, (213) 922-2639
	Ethics or Lobbyist Registration Information, (213) 922-2900
	Pre-Qualification Department, (213) 922-4130

A Pre-Proposal Conference will be held on Tuesday, January 6, 2015, at 9:30 a.m., in the Union Station Conference Room on the 3rd Floor of the Metro Gateway Plaza Building. (Note that Metro does not pay for parking or validate tickets.)

The Contract award will be made to the proposer whose proposal meets the requirements of the RFP and is most advantageous to Metro based upon the proposal evaluation criteria. Metro reserves the right to reject any or all proposals, to waive informalities or irregularities to the extent permitted by law in any proposal received, and to be the sole judge of the merits of the respective proposal received.

Issued by:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

Lily Lopez
Sr. Contract Administrator

LETTER OF INVITATION SUPPLEMENT (FHWA)

Offerors are hereby notified that:

This project is funded in whole or in part with Federal Highway Administration (FHWA) funds and will comply with the California Department of Transportation (Caltrans) DBE Program requirements.

☒ A. METRO HAS ESTABLISHED THE FOLLOWING CONTRACT GOAL(S) FOR THE PARTICIPATION OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) FIRMS FOR THIS PROJECT IN THE PERCENTAGE OF:

Twenty Two Percent (22 %) of the Total Contract Price

Meeting the DBE contract goal(s) is a requirement under the Caltrans DBE Program. To be considered responsive at time of award, Offerors shall document that enough DBE participation was obtained to meet the goal, or document that it made adequate Good Faith Efforts (GFE). **Offerors who fail to meet the goal are required to include documentation of good faith efforts by the bid/proposal due date.**

Offerors shall provide Metro, as part of its bid/proposal for this contract, a complete list (with names and addresses) of all DBE subcontractors, which will perform any portion of work, together with a description of work and dollar amount of their participation.

1. As set forth in the Caltrans DBE Program, a Disadvantaged Business Enterprise" or "DBE" is a firm that meets the definition of DBE and is a member of one of the following groups: Black Americans, Native Americans, Asian-Pacific Americans, Hispanic Americans, Subcontinent Asian Americans, or Women.

2. The DBE Instructions to Bidders and Proposers provide further guidelines on how DBE participation will be counted toward the goal and DBE Forms to be completed by all Offerors at bid due date.

3. All DBE Firms must be certified under the California Unified Certification Program (CUCP). To assist in outreach efforts, a List of Certified Firms included as Attachment 1, contain the listing of DBE firms (as defined in #1 above) for your convenience.

   An online CUCP database is an additional resource that includes DBEs from all certifying agencies participating in the CUCP.

   A. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: **http://www.dot.ca.gov/hq/bep/**.

      - Click on the link in the left menu titled Disadvantaged Business Enterprise
      - Click on Search for a DBE Firm

- Click on Click here to Access the DBE Query Form
- Searches can be performed by one or more criteria
- Follow instructions on the screen
- "Civil Rights Home," and "Caltrans Home" links are located at the top of the query form.

B. Contractors shall include the following contract assurance language and shall be referenced verbatim in each executed DBE subcontract agreement:

CONTRACT ASSURANCE:

The contractor or subcontractor shall not discriminate on the basis on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

C. GOALS IN SOLICITATIONS v. COMMITMENTS IN BIDS & PROPOSALS

The level of DBE participation that Offerors commits to in its bid or proposal, at time of award or after award, becomes the DBE contract commitment. The DBE commitment will be listed in the Special Provisions of the Contract and will be enforced by Metro. After contract award, DBE commitments will apply to options and contract changes that result in contract modifications. Metro will monitor DBE participation as described in the Contract Compliance Manual (Federal – FHWA), General Conditions and Special Provisions of the awarded contract.

LIST OF CERTIFIED FIRMS (DISCLAIMER)

(DBE Instructions to Bidders/Proposers and Forms Document 068 – Attachment I)

Contract Summary UCP report
last Extraction date : 11/12/2014
Run date : 11/12/2014

LIST OF CERTIFIED FIRMS (DISCLAMER)

(Supplemental Instructions to Bidders/Proposers Form 068 - Attachment 1)

DBE Certified

,M or F

Grouped NAICS
Ordering

NAICS selected : 541611,541614,541618,541511,541512,541513,541613,541820

DISCLAIMER

Offerors are hereby given notice and advised that the list of certified Disadvantaged Business Enterprises (DBE) contained herein is made available as a outreach resource for offeror's CONVENIENCE ONLY. Metro explicitly expresses that the listing shall not be deemed to be an endorsement of these firms nor shall there be any implied warranty regarding the suitability of these firms to perform work on Metro projects. The certification process does not qualify a firm 's capability to perform. To verify current certification status, at least 72 hours prior to bid/proposal due date or for additional information regarding DBE certification eligibility requirements, please contact the Diversity & Equal Opportunity Department (DEOD) Hotline (213) 922-2600, facsimile (213) 922-7660. Metro does not assume any liability for the accuracy, completeness, or inadvertent omission of certified firms. www.Metro.net For additional information regarding DBE certifications, please go to www.californiaucp.org <http://www.californiaucp.org>

FIRM	CONTACT	ADDRESS	CITY, STATE ZIP	PHONE	EMAIL	ETHNICITY	M/F
541511 - Custom Computer Programming Services		***68***					
3DI, INC.	Rajiv Desai,	3 Pointe Drive, Suite 307	Brea, Ca 92821	714 257-1100		ASIAN SUB	M
AEON GROUP LLC, THE	Javid, Shirin	5777 W. Century Blvd. #1648	Los Angeles, Ca 90045	310 365-9653		NON-MINORITY	F
AFRA CONSULTING & SERVICES, INC.	Gbadamosi, Rasaq	12817 Panama Street	Los Angeles, Ca 90066	310 577-2372		AFRICAN AMER	M
AGNEW MULTILINGUAL	Agnew, Irene	741 Lakefield Road, Suite C	Westlake Village, Ca 91361	805 494-3999		NON-MINORITY	F
AMTEK	Boone, Van	1383 Calle Avanzado	San Clemente, Ca 92673	800 652-6835		AFRICAN AMER	M
ANALYZER INTERNATIONAL, INC.	Yeong, Eng Heng	20326 Seine Avenue	Lakewood, Ca 90715	925 325-1838		ASIAN PAC	M
ANDERSON PRODUCTIONS FAMILY TREE ENTERTAINMENT INC.	Anderson, Ivan	14742 Beach Blvd. #451	La Mirada, Ca 90638	714 690-0020		AFRICAN AMER	M
APEX COMPUTER SYSTEMS, INC	Chen, C. Philip	13875 Cerritos Corporate Drive Unit A	Cerritos, Ca 90703	562 926-6820		ASIAN PAC	M
ARCHITEC CORPORATION	Thoo, Kim	8792 Calico Avenue	Garden Grove, Ca 92841	714 530-3308		ASIAN PAC	M
ARENEM CORPORATION	Iraheta, Ricardo	15320 S. Wilton Place	Gardena, Ca 90249	310 901-4759		HISPANIC	M
AURORA SYSTEMS CONSULTING, INC.	De Souza, Philip	2510 W. 237th Street, Suite 202	Torrance, Ca 90505	310 530-8260		ASIAN SUB	M
AVATAR ENTERPRISES AMERICA, INC.	Randa, Dave	251 Mill Court	Simi Valley, Ca 93065	805 422-0203		ASIAN PAC	M
AVUM INC.	Mora, Randall	6185 Ramirez Canyon Road	Malibu, Ca 90265	310 457-8263		HISPANIC	M
BIRDI & ASSOCIATES, INC.	Birdi, Moninder	555 W. 5th Street,	Los Angeles, Ca 90013	213 550-4250		ASIAN SUB	M
CINNAMON CONSULTING SERVICES INC.	Sankhla, Avinash	17108 Maria Avenue,	Cerritos, Ca 90703	310 489-2242		ASIAN SUB	M
CNT, INC	Victor Guest,	15330 Del Gado Drive, 1st Floor	Sherman Oaks, Ca 91403	818 528-2008		AFRICAN AMER	F
COMPUSOFT SOLUTIONS, INC.	Kumar, Dilip	1501 N. Harbor Blvd. #206	Fullerton, Ca 92835	714 446-9020		ASIAN SUB	M
COMPUTER 1 PRODUCTS	Argumedo, Elsa	11135 Rush St., Unit A	South El Monte, Ca 91733	800 995-0566		HISPANIC	M
COMPUTER BUSINESS PROGRAMS	Nuyen, Quinn	9931 Downey Avenue	Downey, Ca 90240	562 869-3717		ASIAN PAC	F
COMPUTER SOLUTIONS CONSULTANTS	Baroma, Agapito	950 Verdugo Circle Dr	Glendale, Ca 91206	818 359-2294		ASIAN PAC	M
DAV-LEAR SYSTEMS, INC	Dixon, David L.	556 N. Diamond Bar Blvd., #302	Diamond Bar, Ca 91765	909 861-1219		AFRICAN AMER	M
DURATECH USA, INC.	Trevino, Lorraine	12812 Valley View Street #10	Garden Grove, Ca 92845	714 898-2171		ASIAN PAC	F
E. K. TECHNOLOGIES DBA E. K. ASSOCIATES	Vaswani, Reena	1828 Camino La Vista	Fullerton, Ca 92833	310 801-1972		ASIAN SUB	F
E.K. CONSULTING SERVICES	Kinsey, Evelyn	4622 Cadison Street	Torrance, Ca 90503	310 809-8295		HISPANIC	F
E2020 TECHNOLOGY, INC.	Pang, Yok	1940 E. Deere Avenue #250	Santa Ana, Ca 92705	949 752-6368		ASIAN PAC	M
ENGINEERING SYSTEMS	Nag, Swapan	355 S Grand Ave, Ste 2450	Los Angeles, Ca 90071	213 625-7636		ASIAN SUB	M
FIBER INTEGRATED, INC.	Mark Morikawa,	11930 Juniette Street	Culver City, Ca 90230	310 822-6946		ASIAN PAC	M
HARTNEY GROUP	Davis, Janis	1800 S. Pacific Coast Highway #89	Redondo Beach, Ca 90277	310 316-0567		NON-MINORITY	F
HERSON GO, P.E.	Go, Herson	1 Sandpebble	Irvine, Ca 92603	949 735-9816		ASIAN PAC	M

FIRM	CONTACT	ADDRESS	CITY, STATE ZIP	PHONE	EMAIL	ETHNICITY	M/F
IMAGECAT, INC	Eguchi, Ronald T.	400 Oceangate, Suite 1050	Long Beach, Ca 90802	562 628-1675		ASIAN PAC	M
INFORMATION DESIGN CONSULTANTS, INC	Debra Holloway,	309 East Hillcrest Blvd. #129	Inglewood, Ca 90301	323 756-2297		AFRICAN AMER	F
INLAND COMPUTER SYSTEMS & WAV-ICS	Guevara, Sergio	114 Airport Drive, Suite 107	San Bernardino, Ca 92408	909 890-9696		HISPANIC	M
INTEGRATED ENVIRONMENTAL SERVICES INC	Young, Michael	22932 El Toro Road	Lake Forest, Ca 92630	949 460-7000		ASIAN PAC	M
INTUEOR CONSULTING, INC.	Malireddy, Sreeni	7700 Irvin Center Drive, Suite 470	Irvin, Ca 92618	949 466-5663		ASIAN SUB	M
ISCOMP SYSTEMS INC.	Davis, Ted	5777 W. Century Blvd, Ste. 560	Los Angeles, Ca 90045	310 641-3260		AFRICAN AMER	M
J. L. PATTERSON & ASSOCIATES, INC.	Patterson, Jacqueline	725 Town & Country Road Suite 300	Orange, Ca 92868	714 835-6355		HISPANIC	F
JENNILLIAN CORPORATION	Grey, Baron	16222 Keats Circle	Westminster, Ca 92683	714 841-0944		AFRICAN AMER	M
JNG SOLUTIONS, INC.	Dato, Gregory	5419 Luis Drive,	Agoura Hills, Ca 91301	818 692-6726		HISPANIC	M
KELAR CORPORATION	Vernon, Adriana	5777 W. Century Blvd., Suite 1575	Los Angeles, Ca 90045	310 827-1200		NON-MINORITY	F
KNIGHT COMMUNICATIONS, INC.	Chandramouli, Kasinathan	123 E. Ninth Street, Suite 323	Upland, Ca 91786	909 946-3559		ASIAN SUB	M
LANGFORD & CARMICHAEL, INC.	Clark, Linda	4422 Laurelgrove Avenue,	Studio City, Ca 91604	310 902-1877		ASIAN PAC	F
MILLI MICRO SYSTEMS, INC.	Singh, Jitinder	19046 Muirkirk Drive	Northridge, Ca 91326	818 994-5400		ASIAN SUB	M
OSHYN, INC.	Rebosio, Diego F.	200 Pine Avenue #503	Long Beach, Ca 90802	213 483-1770		HISPANIC	M
PARAGON ENGINEERING & MANAGEMENT, LLC	Walker, Ethelinda	11601 Wilshire Blvd. #500	Los Angeles, Ca 90025	310 492-5170		ASIAN PAC	F
PARKING SPACE TECHNOLOGY	Mitoma, Michael	460 East 249 St.	Carson, Ca 90745	310 864-7824		ASIAN PAC	M
PCTRONICS	Iskander-Schmutzer, Manal	423 18th Street	Huntington Beach, Ca 92648	949 407-7570		NON-MINORITY	F
PERSONALIZED PROGRAMMING	Hogan, August Sr.	20145 Mayall Street	Chatsworth, Ca 91311	818 481-2573		AFRICAN AMER	M
PHOENIX BUSINESS DEVELOPMENT GROUP	Haynes, Tonya	2609 Curtis Ave. #C	Redondo Beach, Ca 90278	888 821-0611		AFRICAN AMER	F
PROJECTLINE TECHNICAL SERVICES,INC.	Chen-Getter, Linda	2900 Bristol Street D-103	Costa Mesa, Ca 92626	714 540-5460		ASIAN PAC	F
QUIJOTE CORPORATION	Thrasher, Layne	811 Wilshire Boulevard, Suite 2050	Los Angeles, Ca 90017	323 309-6515		HISPANIC	M
RDZIGNS	Blankenzee, Pam	100 N Brand Blvd., #416	Glendale, Ca 91203	818 539-2209		NON-MINORITY	F
REBOOT TWICE LLC	Mcrae, Mark	24 Monstad Street	Aliso Viejo, Ca 92656	949 831-8821		AFRICAN AMER	M
SAILE TECHNOLOGIES INC	Thuo, Elias	26741 Portola Parkway Ste 1e-472	Foothill Ranch, Ca 92610	949 842-4180		AFRICAN AMER	M
SARAKKI ASSOCIATES	Sarakki, Venu	9841 Irvine Center Drive, Suite 203	Irvine, Ca 92618	949 851-3000		ASIAN SUB	M
SAVANT CONSULTING, INC.	Jones, Paul	12 Santa Catrina	Rcho Sta. Margarita, Ca 92688	949 682-5298		AFRICAN AMER	M
SCHAFER CONSULTING, INC.	Newman, Sharon	34179 Golden Lantern #105	Dana Point, Ca 92629	949 388-4577		ASIAN PAC	F
SCMSP	Spotswood, Derek	92 Corporate Park, #812	Irvine, Ca 92606	408 679-5104		AFRICAN AMER	M
SHREENATH INTERNATIONAL CONSULTANTS, LLC	Shah, Deval	4352 Village Dr, #G	Chino Hills, Ca 91709	909 606-3035		ASIAN SUB	M
SIMPLY SOFTWARE PLUS	Roberts, Carole	2689 N. Porter Ave.	Altadena, Ca 91001	626 797-3135		AFRICAN AMER	F
SOURCE DIVERSIFIED, INC	Ortiz, Alfred	1206 Vista Cantora	San Clemente, Ca 92672	949 940-0450		HISPANIC	M
SYNERGY SYSTEMS, INC.	Nayudu, Randy	25059 Highcrest Drive	Diamond Bar, Ca 91765	909 860-5619		ASIAN SUB	F
TAPICU, INC.	Walker, Reginald	5581 East 23rd St. Apt. 4	Long Beach, Ca 90815	310 339-8064		AFRICAN AMER	M
TECHCOM INTERNATIONAL CORPORATION	Katebian, Clare	11 Redondo	Laguna Niguel, Ca 92677	949 453-1900		NON-MINORITY	F
THIRDWAVE CORPORATION	Hernandez, Sergio	11400 W. Olympic Blvd., Suite 200	Los Angeles, Ca 90064	310 914-0186		HISPANIC	M
TRANSTRACK SYSTEMS, INC.	O'Melia, Mary	265 Belmont Avenue	Long Beach, Ca 90803	562 987-4755		NON-MINORITY	F
UTILITY SYSTEMS SCIENCE & SOFTWARE, INC.	Chavez, Anthony	2101 E. 4th Street, Ste. 130a	Santa Ana, Ca 92705	714 564-3494		HISPANIC	M
VARSUN ETECHNOLOGIES GROUP, INC.	Sayyaparaju, Ramaraju	725 W. Town & Country Rd., #110	Orange, Ca 92868	949 419-6877		ASIAN SUB	M
VSOLVIT, LLC	Kamdar, Payal	1160 Del Verde Ct.	Thousand Oaks, Ca 91320	805 750-9135		ASIAN SUB	F

FIRM	CONTACT	ADDRESS	CITY, STATE ZIP	PHONE	EMAIL	ETHNICITY	M/F
3DI, INC.	Rajiv Desai,	3 Pointe Drive, Suite 307	Brea, Ca 92821	714 257-1100		ASIAN SUB	M
3S GLOBAL BUSINESS SOLUTIONS	Mookerjee, Sam	7923 Nita Avenue	Canoga Park, Ca 91304	818 453-4403		ASIAN SUB	M
ADVANTEC CONSULTING ENGINEERS, INC.	Lee, Leo	1200 Roosevelt	Irvine, Ca 92620	949 861-4999		ASIAN PAC	M
AEON GROUP LLC, THE	Javid, Shirin	5777 W. Century Blvd. #1648	Los Angeles, Ca 90045	310 365-9653		NON-MINORITY	F
AFRA CONSULTING & SERVICES, INC.	Gbadamosi, Rasaq	12817 Panama Street	Los Angeles, Ca 90066	310 577-2372		AFRICAN AMER	M
AMTEK	Boone, Van	1383 Calle Avanzado	San Clemente, Ca 92673	800 652-6835		AFRICAN AMER	M
ANALYZER INTERNATIONAL, INC.	Yeong, Eng Heng	20326 Seine Avenue	Lakewood, Ca 90715	925 325-1838		ASIAN PAC	M
APEX COMPUTER SYSTEMS, INC	Chen, C. Philip	13875 Cerritos Corporate Drive Unit A	Cerritos, Ca 90703	562 926-6820		ASIAN PAC	M
ARCHITEC CORPORATION	Thoo, Kim	8792 Calico Avenue	Garden Grove, Ca 92841	714 530-3308		ASIAN PAC	M
ARCON STRUCTURAL ENGINEERS, INC	Montoya, Hernan	22391 Gilberto, Suite E	Rancho Santa Margari, Ca 92688	949 766-5102		HISPANIC	M
ARENEM CORPORATION	Iraheta, Ricardo	15320 S. Wilton Place	Gardena, Ca 90249	310 901-4759		HISPANIC	M
ATHALYE CONSULTING ENGINEERING SERVICES INC	Athalye, Ashok	26457 Rancho Parkway South	Lake Forest, Ca 92630	949 837-6749		ASIAN SUB	M
AURORA SYSTEMS CONSULTING, INC.	De Souza, Philip	2510 W. 237th Street, Suite 202	Torrance, Ca 90505	310 530-8260		ASIAN SUB	M
AVATAR ENTERPRISES AMERICA, INC.	Randa, Dave	251 Mill Court	Simi Valley, Ca 93065	805 422-0203		ASIAN PAC	M
AVUM INC.	Mora, Randall	6185 Ramirez Canyon Road	Malibu, Ca 90265	310 457-8263		HISPANIC	M
BIRDI & ASSOCIATES, INC.	Birdi, Moninder	555 W. 5th Street,	Los Angeles, Ca 90013	213 550-4250		ASIAN SUB	M
CAD DESIGN/BUILD INC.	Mok, Rupert	829 S. Lemon Ave. #A11-B	Walnut, Ca 91789	909 468-0099		ASIAN PAC	M
CHO DESIGN ASSOCIATES, INC	Cho, Wilbert	3001 Red Hill Avenue, Suite 6-206	Costa Mesa, Ca 92626	714 427-0680		ASIAN PAC	M
CIBOLA SYSTEMS CORPORATION	Perrine, Lisa	180 S. Cypress Street	Orange, Ca 92866	714 480-0272		NON-MINORITY	F
CINNAMON CONSULTING SERVICES INC.	Sankhla, Avinash	17108 Maria Avenue,	Cerritos, Ca 90703	310 489-2242		ASIAN SUB	M
CNS ENGINEERS, INC	Lu, Jong	1 Orchard, Suite 225	Lake Forest, Ca 92630	949 588-6191		ASIAN PAC	M
CNT, INC	Victor Guest,	15330 Del Gado Drive, 1st Floor	Sherman Oaks, Ca 91403	818 528-2008		AFRICAN AMER	F
COMPUNET SYSTEMS	Yoon, John	3421 N. San Fernando Rd., #H	Los Angeles, Ca 90065	323 344-3400		ASIAN PAC	M
COMPUSOFT SOLUTIONS, INC.	Kumar, Dilip	1501 N. Harbor Blvd. #206	Fullerton, Ca 92835	714 446-9020		ASIAN SUB	M
COMPUTER 1 PRODUCTS	Argumedo, Elsa	11135 Rush St., Unit A	South El Monte, Ca 91733	800 995-0566		HISPANIC	M
COMPUTER BUSINESS PROGRAMS	Nuyen, Quinn	9931 Downey Avenue	Downey, Ca 90240	562 869-3717		ASIAN PAC	F
COMPUTER SOLUTIONS CONSULTANTS	Baroma, Agapito	950 Verdugo Circle Dr	Glendale, Ca 91206	818 359-2294		ASIAN PAC	M
COMPUTER SYSTEM TECHNICAL SERVICES, LLC	Logan, Donald	4316 Marina City Dr, Unit 733c	Marina Del Rey, Ca 90292	310 821-0045		AFRICAN AMER	M
CORDOBA CORPORATION	Pla, George L.	1401 North Broadway	Los Angeles, Ca 90012	213 895-0224		HISPANIC	M
CRESCENDO ELECTRONICS, INC	Saenz, Philip Alex	3950 Rose St.	Seal Beach, Ca 90740	562 243-0646		HISPANIC	M
DAV-LEAR SYSTEMS, INC	Dixon, David L.	556 N. Diamond Bar Blvd., #302	Diamond Bar, Ca 91765	909 861-1219		AFRICAN AMER	M
DELTA DATA SERVICES, LLC	Larsen, Ebitari	4511 Elm Avenue	Long Beach, Ca 90807	562 366-4774		AFRICAN AMER	F
DURATECH USA, INC.	Trevino, Lorraine	12812 Valley View Street #10	Garden Grove, Ca 92845	714 898-2171		ASIAN PAC	F
E. K. TECHNOLOGIES DBA E. K. ASSOCIATES	Vaswani, Reena	1828 Camino La Vista	Fullerton, Ca 92833	310 801-1972		ASIAN SUB	F
E. W. MOON, INC.	Moon, Elvin W.	3710 Robertson Blvd. #218	Culver City, Ca 90232	310 815-9901		AFRICAN AMER	M
E.K. CONSULTING SERVICES	Kinsey, Evelyn	4622 Cadison Street	Torrance, Ca 90503	310 809-8295		HISPANIC	F
EIGER TECHSYSTEMS, INC.	Lee, Nelson	621 Strand Street #005	Santa Monica, Ca 90405	310 396-2959		ASIAN PAC	M
ENGINEERING SYSTEMS	Nag, Swapan	355 S Grand Ave, Ste 2450	Los Angeles, Ca 90071	213 625-7636		ASIAN SUB	M
FEDERAL TECHNOLOGY SOLUTIONS, INC.	Manciet, Jacques	16 Hughes #C106	Irvine, Ca 92618	949 830-8868		HISPANIC	M
FIBER INTEGRATED, INC.	Mark Morikawa,	11930 Juniette Street	Culver City, Ca 90230	310 822-6946		ASIAN PAC	M
GLOBAL BUSINESS SOLUTIONS, INC.	Carlin, Johnnie R.	600 Anton Blvd, 11th Floor	Costa Mesa, Ca 92626	408 390-4710		HISPANIC	M

FIRM	CONTACT	ADDRESS	CITY, STATE ZIP	PHONE	EMAIL	ETHNICITY	M/F
GUIDRY & ASSOCIATES	Guidry Jr., Clarence D.	4589 Via Marisol #252	Los Angeles, Ca 90042	213 793-0515		AFRICAN AMER	M
I D C CONSULTING ENGINEERS, INC	Wu, Xiaoyun	300 S Harbor Blvd Ste 710	Anaheim, Ca 92805	714 520-9070		ASIAN PAC	F
I P C K ENTERPRISE, INC.	Powell, Carlton	530 6th Street #901	Los Angeles, Ca 90014	213 999-3144		AFRICAN AMER	M
IBEXWORLD, INC.	Thomas, Beverly	4147 Leimert Blvd.	Los Angeles, Ca 90008	213 712-6551		AFRICAN AMER	F
ID MODELING, INC	Hauffen, Estela	55 East Huntington Drive, Suite 130	Arcadia, Ca 91006	626 244-0700		HISPANIC	M
INFORMATION DESIGN CONSULTANTS, INC	Debra Holloway,	309 East Hillcrest Blvd. #129	Inglewood, Ca 90301	323 756-2297		AFRICAN AMER	F
INTEGRATED ENTERPRISE SOLUTIONS	Stotelmyre, Lisa	1125 Berenice Drive	Brea, Ca 92821	562 694-8132		NON-MINORITY	F
INTEGRATED ENVIRONMENTAL SERVICES INC	Young, Michael	22932 El Toro Road	Lake Forest, Ca 92630	949 460-7000		ASIAN PAC	M
INTUEOR CONSULTING, INC.	Malireddy, Sreeni	7700 Irvin Center Drive, Suite 470	Irvin, Ca 92618	949 466-5663		ASIAN SUB	M
ISCOMP SYSTEMS INC.	Davis, Ted	5777 W. Century Blvd, Ste. 560	Los Angeles, Ca 90045	310 641-3260		AFRICAN AMER	M
J M D ENGINEERING, INC.	Mcdowell, Joseph L.	1543 W. Garvey Avenue North	West Covina, Ca 91790	626 337-1965		AFRICAN AMER	M
JENNILLIAN CORPORATION	Grey, Baron	16222 Keats Circle	Westminster, Ca 92683	714 841-0944		AFRICAN AMER	M
JNG SOLUTIONS, INC.	Dato, Gregory	5419 Luis Drive,	Agoura Hills, Ca 91301	818 692-6726		HISPANIC	M
JOBSPRO STAFFING	Rad, Shohre	20458 Roca Chica Drive	Malibu, Ca 90265	310 395-1555		NON-MINORITY	F
KELAR CORPORATION	Vernon, Adriana	5777 W. Century Blvd., Suite 1575	Los Angeles, Ca 90045	310 827-1200		NON-MINORITY	F
KNIGHT COMMUNICATIONS, INC.	Chandramouli, Kasinathan	123 E. Ninth Street, Suite 323	Upland, Ca 91786	909 946-3559		ASIAN SUB	M
LANGFORD & CARMICHAEL, INC.	Clark, Linda	4422 Laurelgrove Avenue,	Studio City, Ca 91604	310 902-1877		ASIAN PAC	F
LIVIA SHI, DESIGNER	Shi, Livia	11006 Sunnybrae Avenue	Chatsworth, Ca 91311	818 645-3376		ASIAN PAC	F
MICHAEL AMAYA ILLUSTRATION	Amaya, Michael	4324 Le Bourget Avenue	Culver City, Ca 90232	310 592-6693		HISPANIC	M
MILLI MICRO SYSTEMS, INC.	Singh, Jitinder	19046 Muirkirk Drive	Northridge, Ca 91326	818 994-5400		ASIAN SUB	M
OSHYN, INC.	Rebosio, Diego F.	200 Pine Avenue #503	Long Beach, Ca 90802	213 483-1770		HISPANIC	M
OZNET SYSTEMS	Ozogu, Anthony	Po Box 2188	Toluca Lake, Ca 91610	661 299-1260		AFRICAN AMER	F
P.S. ENTERPRISE	Campbell, Timothy	137 N. Larchmont Blvd., #417	Los Angeles, Ca 90004	323 600-6966		AFRICAN AMER	M
PAN ENGINEERING ASSOCIATES	Pan, Susan	6030 Caledonia Court	Oak Park, Ca 91377	805 479-2108		ASIAN PAC	F
PERSONALIZED PROGRAMMING	Hogan, August Sr.	20145 Mayall Street	Chatsworth, Ca 91311	818 481-2573		AFRICAN AMER	M
POWER MC LLC	Isa, Dean	15056 Calle Verano	Chino Hills, Ca 91709	909 730-0015		ASIAN PAC	M
PRODIGIQ, INC	Venkataraman, Anita	26500 W Agoura Rd., Ste. 102-796	Calabasas Hills, Ca 91302	818 879-0035		ASIAN SUB	F
PROJECTLINE TECHNICAL SERVICES,INC.	Chen-Getter, Linda	2900 Bristol Street D-103	Costa Mesa, Ca 92626	714 540-5460		ASIAN PAC	F
RAMOS CONSULTING SERVICES, INC.	Ramos, Armando	2275 Huntington Drive #448	San Marino, Ca 91108	626 905-4888		HISPANIC	M
REBOOT TWICE LLC	Mcrae, Mark	24 Monstad Street	Aliso Viejo, Ca 92656	949 831-8821		AFRICAN AMER	M
SAILE TECHNOLOGIES INC	Thuo, Elias	26741 Portola Parkway Ste 1e-472	Foothill Ranch, Ca 92610	949 842-4180		AFRICAN AMER	M
SARAKKI ASSOCIATES	Sarakki, Venu	9841 Irvine Center Drive, Suite 203	Irvine, Ca 92618	949 851-3000		ASIAN SUB	M
SAVANT CONSULTING, INC.	Jones, Paul	12 Santa Catrina	Rcho Sta. Margarita, Ca 92688	949 682-5298		AFRICAN AMER	M
SCHAFER CONSULTING, INC.	Newman, Sharon	34179 Golden Lantern #105	Dana Point, Ca 92629	949 388-4577		ASIAN PAC	F
SCMSP	Spotswood, Derek	92 Corporate Park, #812	Irvine, Ca 92606	408 679-5104		AFRICAN AMER	M
SERVITEK SOLUTIONS, INC.	Reyes, Geoff	21017 Commerce Point Drive, Suite D	Walnut, Ca 91789	626 227-1650		ASIAN PAC	M
SHREENATH INTERNATIONAL CONSULTANTS, LLC	Shah, Deval	4352 Village Dr, #G	Chino Hills, Ca 91709	909 606-3035		ASIAN SUB	M
SIMPLY SOFTWARE PLUS	Roberts, Carole	2689 N. Porter Ave.	Altadena, Ca 91001	626 797-3135		AFRICAN AMER	F
SOURCE DIVERSIFIED, INC	Ortiz, Alfred	1206 Vista Cantora	San Clemente, Ca 92672	949 940-0450		HISPANIC	M
SYNERGY SYSTEMS, INC.	Nayudu, Randy	25059 Highcrest Drive	Diamond Bar, Ca 91765	909 860-5619		ASIAN SUB	F

FIRM	CONTACT	ADDRESS	CITY, STATE ZIP	PHONE	EMAIL	ETHNICITY	M/F
TAPICU, INC.	Walker, Reginald	5581 East 23rd St. Apt. 4	Long Beach, Ca 90815	310 339-8064		AFRICAN AMER	M
TECH DOCTORS	Foster, Stephen	278 W Calaveras St	Altadena, Ca 91001	626 791-1872		AFRICAN AMER	M
THE STERGION GROUP, INC.	Stergion, Monica	409 N. Pacific Coast Hwy, #223	Redondo Beach, Ca 90277	310 740-1709		NON-MINORITY	F
THIRDWAVE CORPORATION	Hernandez, Sergio	11400 W. Olympic Blvd., Suite 200	Los Angeles, Ca 90064	310 914-0186		HISPANIC	M
TRANSTRACK SYSTEMS, INC.	O'Melia, Mary	265 Belmont Avenue	Long Beach, Ca 90803	562 987-4755		NON-MINORITY	F
UTILITY SYSTEMS SCIENCE & SOFTWARE, INC.	Chavez, Anthony	2101 E. 4th Street, Ste. 130a	Santa Ana, Ca 92705	714 564-3494		HISPANIC	M
VARSUN ETECHNOLOGIES GROUP, INC.	Sayyaparaju, Ramaraju	725 W. Town & Country Rd., #110	Orange, Ca 92868	949 419-6877		ASIAN SUB	M
VSOLVIT, LLC	Kamdar, Payal	1160 Del Verde Ct.	Thousand Oaks, Ca 91320	805 750-9135		ASIAN SUB	F
ZUMA ENGINEERING AND RESEARCH	Wilson, Gary	2236 Hillsboro Avenue	Los Angeles, Ca 90034	310 480-9779		AFRICAN AMER	M

541513 - Computer Facilities Management Services 29

AMTEK	Boone, Van	1383 Calle Avanzado	San Clemente, Ca 92673	800 652-6835		AFRICAN AMER	M
APEX COMPUTER SYSTEMS, INC	Chen, C. Philip	13875 Cerritos Corporate Drive Unit A	Cerritos, Ca 90703	562 926-6820		ASIAN PAC	M
AVATAR ENTERPRISES AMERICA, INC.	Randa, Dave	251 Mill Court	Simi Valley, Ca 93065	805 422-0203		ASIAN PAC	M
AXXERA, INC.	Marri, Reddy	980 Roosevelt Ave. #200	Irvine, Ca 92620	949 861-1001		ASIAN SUB	M
COMPUSOFT SOLUTIONS, INC.	Kumar, Dilip	1501 N. Harbor Blvd. #206	Fullerton, Ca 92835	714 446-9020		ASIAN SUB	M
COMPUTER 1 PRODUCTS	Argumedo, Elsa	11135 Rush St., Unit A	South El Monte, Ca 91733	800 995-0566		HISPANIC	M
COMPUTER SYSTEM TECHNICAL SERVICES, LLC	Logan, Donald	4316 Marina City Dr, Unit 733c	Marina Del Rey, Ca 90292	310 821-0045		AFRICAN AMER	M
DAV-LEAR SYSTEMS, INC	Dixon, David L.	556 N. Diamond Bar Blvd., #302	Diamond Bar, Ca 91765	909 861-1219		AFRICAN AMER	M
E. K. TECHNOLOGIES DBA E. K. ASSOCIATES	Vaswani, Reena	1828 Camino La Vista	Fullerton, Ca 92833	310 801-1972		ASIAN SUB	F
GLOBAL BUSINESS SOLUTIONS, INC.	Carlin, Johnnie R.	600 Anton Blvd, 11th Floor	Costa Mesa, Ca 92626	408 390-4710		HISPANIC	M
GUIDRY & ASSOCIATES	Guidry Jr., Clarence D.	4589 Via Marisol #252	Los Angeles, Ca 90042	213 793-0515		AFRICAN AMER	M
I P C K ENTERPRISE, INC.	Powell, Carlton	530 6th Street #901	Los Angeles, Ca 90014	213 999-3144		AFRICAN AMER	M
INTEGRATED ENVIRONMENTAL SERVICES INC	Young, Michael	22932 El Toro Road	Lake Forest, Ca 92630	949 460-7000		ASIAN PAC	M
ISCOMP SYSTEMS INC.	Davis, Ted	5777 W. Century Blvd, Ste. 560	Los Angeles, Ca 90045	310 641-3260		AFRICAN AMER	M
JNG SOLUTIONS, INC.	Dato, Gregory	5419 Luis Drive,	Agoura Hills, Ca 91301	818 692-6726		HISPANIC	M
KELAR CORPORATION	Vernon, Adriana	5777 W. Century Blvd., Suite 1575	Los Angeles, Ca 90045	310 827-1200		NON-MINORITY	F
KNIGHT COMMUNICATIONS, INC.	Chandramouli, Kasinathan	123 E. Ninth Street, Suite 323	Upland, Ca 91786	909 946-3559		ASIAN SUB	M
MILLI MICRO SYSTEMS, INC.	Singh, Jitinder	19046 Muirkirk Drive	Northridge, Ca 91326	818 994-5400		ASIAN SUB	M
OZNET SYSTEMS	Ozogu, Anthony	Po Box 2188	Toluca Lake, Ca 91610	661 299-1260		AFRICAN AMER	F
PARAGON ENGINEERING & MANAGEMENT, LLC	Walker, Ethelinda	11601 Wilshire Blvd. #500	Los Angeles, Ca 90025	310 492-5170		ASIAN PAC	F
PCTRONICS	Iskander-Schmutzer, Manal	423 18th Street	Huntington Beach, Ca 92648	949 407-7570		NON-MINORITY	F
RAMOS CONSULTING SERVICES, INC.	Ramos, Armando	2275 Huntington Drive #448	San Marino, Ca 91108	626 905-4888		HISPANIC	M
REBOOT TWICE LLC	Mcrae, Mark	24 Monstad Street	Aliso Viejo, Ca 92656	949 831-8821		AFRICAN AMER	M
REDFERN & ASSOCIATES	Redfern, Carol P.	2325 Teasley Street	La Crescenta, Ca 91214	818 248-8593		NON-MINORITY	F
SAVANT CONSULTING, INC.	Jones, Paul	12 Santa Catrina	Rcho Sta. Margarita, Ca 92688	949 682-5298		AFRICAN AMER	M
SIMPLY SOFTWARE PLUS	Roberts, Carole	2689 N. Porter Ave.	Altadena, Ca 91001	626 797-3135		AFRICAN AMER	F
SOURCE DIVERSIFIED, INC	Ortiz, Alfred	1206 Vista Cantora	San Clemente, Ca 92672	949 940-0450		HISPANIC	M
TAPICU, INC.	Walker, Reginald	5581 East 23rd St. Apt. 4	Long Beach, Ca 90815	310 339-8064		AFRICAN AMER	M

FIRM	CONTACT	ADDRESS	CITY, STATE ZIP	PHONE	EMAIL	ETHNICITY	M/F
VARSUN ETECHNOLOGIES GROUP, INC.	Sayyaparaju, Ramaraju	725 W. Town & Country Rd., #110	Orange, Ca 92868	949 419-6877		ASIAN SUB	M
541611 - Administrative Management and General Management Consulting Services			***249***				
A-1 MOBILE SERVICES	Carter Gunn, Veronica	19223 Harlan Avenue	Carson, Ca 90746	310 749-0973		AFRICAN AMER	F
ADMINISTRATION RESCUE, INC.	Henry, Sharisa	3535 Olympiad Drive	Los Angeles, Ca 90056	310		AFRICAN AMER	F
ADVANCED AVANT-GARDE CORPORATION	Lenoue, Ana	3670 W Temple Ave, Ste. 278	Pomona, Ca 91768	909 979-6586		HISPANIC	F
ADVANTEC CONSULTING ENGINEERS, INC.	Lee, Leo	1200 Roosevelt	Irvine, Ca 92620	949 861-4999		ASIAN PAC	M
AEON GROUP LLC, THE	Javid, Shirin	5777 W. Century Blvd. #1648	Los Angeles, Ca 90045	310 365-9653		NON-MINORITY	F
AFRA CONSULTING & SERVICES, INC.	Gbadamosi, Rasaq	12817 Panama Street	Los Angeles, Ca 90066	310 577-2372		AFRICAN AMER	M
ALLEGRA CONSULTING INC	Madison, Suzanne	160 E. Loma Alta Drive	Altadena, Ca 91001	626 227-7165		NON-MINORITY	F
ALLIANT CONSULTING INC	Schott, Christa	555 Cajon St Ste A	Redlands, Ca 92373	909 792-8812		NON-MINORITY	F
ALLISON SAMPSON CONSULTING	Sampson, Allison	471 Hillside Lane	Santa Monica, Ca 90402	310 573-0257		NON-MINORITY	F
ALTMAYER CONSULTING, INC.	Altmayer, Christina	600 Carroll Way	Pasadena, Ca 91107	626 405-2352		NON-MINORITY	F
AMERICO INDUSTRIAL SUPPLY INC	Fries, Jackie M.	1291 Cobblestone Rd	La Habra, Ca 90631	562 947-4253		NON-MINORITY	F
AMEY MANAGEMENT SERVICES	Tyriene, Tyriene	834 S. Lucerne Blvd., #17	Los Angeles, Ca 90005	323 933-9068		AFRICAN AMER	M
AMGI, INC	Gaynair, Antony	8811 Elgin Circle	Huntington Beach, Ca 92646	714 595-4956		HISPANIC	M
ANALYZER INTERNATIONAL, INC.	Yeong, Eng Heng	20326 Seine Avenue	Lakewood, Ca 90715	925 325-1838		ASIAN PAC	M
ANDEL ENGINEERING COMPANY	Bolden, Jr, Edward L.	23655 Newhall Avenue	Newhall, Ca 91321	661 259-1920		AFRICAN AMER	M
ARELLANO ASSOCIATES, LLC	Arellano, Genoveva	5851 Pine Avenue	Chino, Ca 91709	909 627-2974		HISPANIC	F
ARENEM CORPORATION	Iraheta, Ricardo	15320 S. Wilton Place	Gardena, Ca 90249	310 901-4759		HISPANIC	M
ASLAN CONSULTING, LLC	Schafer, Nancy	34179 Golden Lantern St. #105	Dana Point, Ca 92629	949 292-7718		ASIAN PAC	F
ATHENA JACKSON	Jackson, Athena	4267 Don Jose Drive	Los Angeles, Ca 90008	310 621-4290		AFRICAN AMER	F
ATWELL CONSULTING GROUP, LLC	Atwell, Elizabeth	2030 N. Poinsettia Street	Santa Ana, Ca 92706	714 550-1267		NON-MINORITY	F
AVERY JAMES, INC.	James, Michele	6601 Center Drive West #500	Los Angeles, Ca 90045	310 342-8224		AFRICAN AMER	F
BA, INC.	Suenram, Kate	800 W. Sixth St. #400	Los Angeles, Ca 90017	213 622-2100		AFRICAN AMER	M
BASE ARCHITECTURE	Anderson, Michael H.	6151 W. Century Blvd. # 1200	Los Angeles, Ca 90045	310 988-1080		AFRICAN AMER	M
BEACON MANAGEMENT GROUP	Shamim, Susanna	711 E. Walnut Street,	Pasadena, Ca 91101	626 799-7924		ASIAN SUB	M
BEDFORD FALLS INSURANCE SERVICES	Bartak, Karen	508 N. Juanita Ave. #B	Redondo Beach, Ca 90277	310 953-5341		NON-MINORITY	F
BETTER WORLD GROUP, INC., THE	James, Wendy	150 E. Olive Ave. #211	Burbank, Ca 91502	818 563-9111		NAT AM	F
BIC GROUP, LLC	Chin, Angy C.	1916 Perry Ave, Unit B	Redondo Beach, Ca 90278	310 937-8088		ASIAN PAC	F
BIRDI & ASSOCIATES, INC.	Birdi, Moninder	555 W. 5th Street,	Los Angeles, Ca 90013	213 550-4250		ASIAN SUB	M
BOWEN AND ASSOCIATES	Bowen, La Ronda	1070 N Mentor Avenue	Pasadena, Ca 91104	310 989-4383		AFRICAN AMER	F
BRASFIELD & ASSOCIATES MARKETING	Brasfield, Giovanna	1997 E. Canova Lane	Compton, Ca 90221	310 863-5083		AFRICAN AMER	F
BRASS STAR PRODUCTIONS	Sidrow, Christina	20374 Via Medici	Porter Ranch, Ca 91326	818 535-3989		NON-MINORITY	F
BRAY & ASSOCIATES	Bray, Charles	122 W. 64th Place	Inglewood, Ca 90302	310 467-3774		AFRICAN AMER	M
BUCHANAN & ASSOCIATES	Buchanan, Gilbert	313 S. Almansor St. #5	Alhambra, Ca 91801	626 289-1174		AFRICAN AMER	M
BUSINESS WASTE MANAGEMENT LLC	Walsh, Kathy	1084 Oriole Road	Wrightwood, Ca 92397	760 249-4044		NON-MINORITY	F
BUTLER & ASSOCIATES	Butler, Jamin P.	11565 Haas Avenue	Hawthorne, Ca 90250	310 988-6562		AFRICAN AMER	M
C K MANAGEMENT	Knight, Cindi	303 Delaware Drive	Ventura, Ca 93001	805 794-8524		NON-MINORITY	F
C P M CONSTRUCTION, INC.	Ansari, Moqueem	20255 Edgemont Place	Walnut, Ca 91789	909 598-9898		ASIAN SUB	M
C S & ASSOCIATES, INC.	Curtis, Charla T.	27911 Smyth Drive	Santa Clarita, Ca 91355	661 253-3603		AFRICAN AMER	F

FIRM	CONTACT	ADDRESS	CITY, STATE ZIP	PHONE	EMAIL	ETHNICITY	M/F
C V L CONSULTING, LLC	Macias, Caroline	37509 Monarch St.	Palmdale, Ca 93552	661 645-5473		NON-MINORITY	F
C2PM	Altaha, Rowena	16520 Bake Pkwy., Suite 250	Irvine, Ca 92618	949 333-3700		ASIAN PAC	F
CADSTAR , INC.	Samples, Stella	1907 Perry Avenue Suite B	Redondo Beach, Ca 90278	310 374-2923		HISPANIC	F
CAMACHO MANAGEMENT GROUP, LLC	Camacho, Don	757 Wildomar Street	Pacific Palisades, Ca 90272	310 738-3873		HISPANIC	M
CAPITOL GOVERNMENT CONTRACT SPECIALISTS	Velasquez, Edward	3966 Hendrix	Irvine, Ca 92614	877 818-1102		HISPANIC	M
CASAMAR GROUP, LLC	Garcia, Joseph J.	23445 Glenridge Drive	Newhall, Ca 91321	661 254-2373		HISPANIC	M
CITY DESIGN STUDIO, LLC	Ameen, Farooq	3637 Kinney Place	Los Angeles, Ca 90065	213 222-8136		ASIAN SUB	M
CIVIC PROJECTS INCORPORATED	Rubinyi, Kati	301 Baptiste Way	La Canada, Ca 91011	626 483-1159		NON-MINORITY	F
CLARIS STRATEGY INC	Lim, William	1111 Drake Road	Arcadia, Ca 91007	626 898-4462		ASIAN PAC	M
CLR ANALYTICS, INC	Chu, Lianyu	4000 Barranca Pkwy., Suite 250	Irvine, Ca 92604	949 705-8566		ASIAN PAC	M
COLLCOMM	Collier, Aldore	1734 N. Fuller Ave., #302	Los Angeles, Ca 90046	323 969-8070		AFRICAN AMER	M
COLLECTIVE MANAGEMENT SERVICES, INC.	Ahluwalia, Harbans	4270 Promenade Way #329	Marina Del Rey, Ca 90292	925 314-9199		ASIAN SUB	M
COMMUNITY CHANGE PARTNERS	Burman, Tsilah	11920 Dorothy St. #203	Los Angeles, Ca 90049	424 273-4408		NON-MINORITY	F
COMPREHENSIVE HOUSING SERVICES, INC.	Bloomingdale, Gayle	8840 Warner Ave. #203	Fountain Valley, Ca 92708	714 841-6610		NON-MINORITY	F
CONSTRUCTION CONSULTANT SERVICES, INC.	Diana Cesenas,	4826 East Vista Street	Long Beach, Ca 90803	562 208-4779		HISPANIC	F
CONSTRUCTION DYNAMICS	Womack, Paul	1711 East Gableview Street	Palmdale, Ca 93550	661 947-9415		AFRICAN AMER	M
CONSTRUCTION MANAGEMENT SOLUTIONS	Coates, Robyn	776 Valle Vista Drive	Sierra Madre, Ca 91024	626 893-2643		NON-MINORITY	F
CONTRERAS SWEET ENTERPRISES LLC	Sweet, Francesca	10757 Hortense St, Ste. 117	Los Angeles, Ca 91602	213 798-6069		HISPANIC	F
COTO CONSULTING, INC.	Schwerdtfeger, Christina	42 Sawgrass	Orange, Ca 92679	949 378-0573		NON-MINORITY	F
CREATIVE SOLUTION	Torres-Gil, Mario	4041 Via Marisol, Ste. 112	Los Angeles, Ca 90042	323 222-4065		HISPANIC	M
CROSSROADS SERVICES	Arias, Kathleen	419 N. Larchmont Blvd., #85	Los Angeles, Ca 90004	323 664-1143		NON-MINORITY	F
D A VARNADO ANALYTICS	Varnado, Debra	2519 Fifth Avenue	Los Angeles, Ca 90018	213 361-7728		AFRICAN AMER	F
D C ENGINEERING GROUP	Calderon, Aaron	555 W. 5th St. #3100	Los Angeles, Ca 90013	213 996-8341		HISPANIC	M
D H S CONSULTING, INC.	Damle, Hermalata	9841 Airport Blvd.	Los Angeles, Ca 90045	310 650-0128		ASIAN SUB	M
D PICKETT & ASSOCIATES INC.	Pickett, Donetta	2909 San Francisco Avenue	Long Beach, Ca 90806	213 422-0646		AFRICAN AMER	F
D R A & ASSOCIATES	Arguello, Daniel	3029 Eva Terrace	Los Angeles, Ca 90081	323 222-8436		HISPANIC	M
D S CONSULTING SERVICES, LLC	Swiney, Dishone	20464 Cherry Gate Lane	Yorba Linda, Ca 92886	866 376-1582		AFRICAN AMER	M
D' PERLA GROUP, LLC	Garcia, Bertha	19437 Lupin Avenue	Rialto, Ca 92377	909 644-9381		HISPANIC	F
DAKOTA COMMUNICATIONS	Clark, Nicole	11845 W. Olympic Blvd,	Los Angeles, Ca 90064	310 815-8444		AFRICAN AMER	M
DALLA COSTA DESIGN GROUP INC	Dalla Costa, Wanda	3325 Bagley Ave, Suite 201	Los Angeles, Ca 90034	310 989-9060		NAT AM	F
DAMES ENGINEERING SERVICES	Maximous, Samia	813 20th Street	Hermosa Beach, Ca 90254	805 368-5593		NON-MINORITY	F
DAVE CUNNINGHAM & ASSOCIATES	Cunningham, Dave	4871 Dockweiller St.	Los Angeles, Ca 90019	323 931-5333		AFRICAN AMER	M
DEBORAH MURPHY URBAN DESIGN + PLANNING	Murphy, Deborah	2351 Silver Ridge Avenue	Los Angeles, Ca 90039	323 661-3173		NON-MINORITY	F
DEL RICHARDSON & ASSOCIATES, INC.	Richardson, Delbra	510 S. La Brea Ave.	Inglewood, Ca 90301	310 645-3729		AFRICAN AMER	F
DELTA DATA SERVICES, LLC	Larsen, Ebitari	4511 Elm Avenue	Long Beach, Ca 90807	562 366-4774		AFRICAN AMER	F
DESIGN-DOX INC	Trevett, Catherine	30 Palatine, Suite 406	Irvine, Ca 92612	801 558-6167		NON-MINORITY	F
DEVINNY GROUP, THE	Devinny, Carolyn	3760 Motor Ave. #309	Los Angeles, Ca 90034	310 559-8575		NON-MINORITY	F
DHILLON MANAGEMENT SERVICES	Dhillon, Matthew	617 Casa Blanca Drive	Fullerton, Ca 92832	714 525-2088		HISPANIC	M
DIANA HO CONSULTING GROUP	Ho, Diana Y.T.	4712 Admiralty Way # 236	Marina Del Rey, Ca 90292	310 344-5556		ASIAN PAC	F
DIANA PRICE, DBA YOUR LIFE'S PURPOSE - CUSTOMER SERVICE EXPE	Price, Diana	4514 Don Zarembo	Los Angeles, Ca 90008	949		AFRICAN AMER	F
DIVERSIFIED CAPITAL, INC	Vera, William	99 S. Lake Avenue, Suite 210	Pasadena, Ca 91101	626 585-0966		HISPANIC	M
DONNA HINTON GROUP	Hinton, Donna	3452 Elm Ave. #201	Long Beach, Ca 90807	562 508-1164		AFRICAN AMER	F

FIRM	CONTACT	ADDRESS	CITY, STATE ZIP	PHONE	EMAIL	ETHNICITY	M/F
DUAL HEMISPHERE, INC.	Campbell, Ingrid	359 Calle Burro	San Clemente, Ca 92673	949 361-1505		AFRICAN AMER	F
E W CONSULTING, INC.	Whitman, Eliza Jane	2131 Crescent Drive	Altadena, Ca 91001	626 689-9992		NON-MINORITY	F
E. W. MOON, INC.	Moon, Elvin W.	3710 Robertson Blvd. #218	Culver City, Ca 90232	310 815-9901		AFRICAN AMER	M
EDWARD PROFESSIONAL ADVISORS, LLC	Edward, Paul	8333 Foothill Blvd. #106	Rancho Cucamonga, Ca 91730	888 858-9510		AFRICAN AMER	M
EIGER TECHSYSTEMS, INC.	Lee, Nelson	621 Strand Street #005	Santa Monica, Ca 90405	310 396-2959		ASIAN PAC	M
EMA CONSULTANTS	Angeles, Evelyne M.	3765 Valleylights Drive	Pasadena, Ca 91107	626 673-5241		HISPANIC	F
ENCARNACION GUTIERREZ CONSTRUCTION	Gutierrez, Encarnacion	290 N. Madison Ave. #307	Pasadena, Ca 91101	510 541-7109		HISPANIC	M
ENGINEERING SOLUTIONS SERVICES, INC.	Shoja, Sudabeh	2182 Dupont Drive #201	Irvine, Ca 92612	949 637-1405		NON-MINORITY	F
ENVIRONMENTAL EDGE CONCEPT II	Nwagboso, Willfred	1121 Roswell Avenue	Long Beach, Ca 90804	562 987-1758		AFRICAN AMER	M
ESSENCE HEALTH, INC.	Stephan, Susan	24 Gillman St.	Irvine, Ca 92612	949 330-3667		ASIAN PAC	F
EVAN BROOKS ASSOCIATES, INC.	Suetsugu, Hal	1030 S. Arroyo Parkway #204	Pasadena, Ca 91105	626 799-8011		ASIAN PAC	M
EVERFIELD CONSULTING, LLC	Dorsey, Delbara	2075 W. 235th Place	Torrance, Ca 90501	310 251-7165		AFRICAN AMER	F
EXECUTRAIN	Goel, Nishtha	24633 Stagg Street	West Hills, Ca 91304	818 481-4977		ASIAN SUB	F
EXTENDED RESOURCES	John, Ann	1517 S. Jennifer Ave.	Glendora, Ca 91740	626 914-3715		ASIAN PAC	F
F S 3, INC.	Saldana, Fred	50 Calle De La Luna	San Clemente, Ca 92673	949 303-6652		HISPANIC	M
FLORES CONSTRUCTION, INC.	Flores, Emerio	1819 Lark Ellen Ave	West Covina, Ca 91791	909 322-9240		HISPANIC	M
FOOTHILLS STRATEGY GROUP LLC	Ruano, Araceli	891 Adelaide Drive	Pasadena, Ca 91104	626 422-5052		HISPANIC	F
FRANKLIN HILL GROUP	Stecher, Cheryl	1032 Franklin Street	Santa Monica, Ca 90403	310 828-3649		NON-MINORITY	F
GAIL CHARLES CONSULTING SERVICES	Charles, Gail	33655 Wild Horse Way	Yucaipa, Ca 92399	909 797-0672		AFRICAN AMER	F
GARY O. SHELTON CONSULTING	Shelton, Gary	1217 W. 127th St.	Los Angeles, Ca 90044	213 858-6612		AFRICAN AMER	M
GCAP SERVICES, INC.	Salcedo, Jr., Edward	3525 Hyland Ave, #260	Costa Mesa, Ca 92626	714 800-1795		HISPANIC	M
GK & ASSOCIATES	Khan, Ghazala	3333 Brea Canyon Rd. Ste. 120	Diamond Bar, Ca 91765	909 595-1940		ASIAN SUB	F
GLOBAL BUSINESS SOLUTIONS, INC.	Carlin, Johnnie R.	600 Anton Blvd, 11th Floor	Costa Mesa, Ca 92626	408 390-4710		HISPANIC	M
GOT WINGS, LLC	Mashaka, Akida	12030 Viewcrest Road	Studio City, Ca 91604	310 625-1912		AFRICAN AMER	M
GREENLIGHT TRANSPORTATION ASSOCIATES	Deaztlan, Toni	542 S. Third Avenue	La Puente, Ca 91746	310 295-7933		HISPANIC	F
H S W SERVICES	White, Marilyn	2724 Albatross Drive	Costa Mesa, Ca 92626	714 791-1092		AFRICAN AMER	F
HIGGINSWORKS, LLC	Higgins, Tasha	2908 W. 133rd Street	Gardena, Ca 90249	310 993-3844		AFRICAN AMER	F
IBEXWORLD, INC.	Thomas, Beverly	4147 Leimert Blvd.	Los Angeles, Ca 90008	213 712-6551		AFRICAN AMER	F
ID MODELING, INC	Hauffen, Estela	55 East Huntington Drive, Suite 130	Arcadia, Ca 91006	626 244-0700		HISPANIC	M
IMDC, INC.	Mundy, Gregory	6080 Center Drive, 6th Floor	Los Angeles, Ca 90045	407 645-4049		AFRICAN AMER	M
INSIGHT STRATEGIES, INC.	Teri Fisher,	2340 Plaza Del Amo, Suite 205	Torrence, Ca 90501	310 783-9263		NON-MINORITY	F
INTEGRATED ENVIRONMENTAL SERVICES INC	Young, Michael	22932 El Toro Road	Lake Forest, Ca 92630	949 460-7000		ASIAN PAC	M
INTEGRIS MANAGEMENT GROUP, INC.	Bywater, Patricia Anne	2920 Inland Empire Blvd. #104	Ontario, Ca 91764	909 752-0229		NON-MINORITY	F
INTEGRITY ENTERPRISES	,	5841 Johnston Place	Rancho Cucamonga, Ca 91739	866 869-5653		AFRICAN AMER	F
INTUEOR CONSULTING, INC.	Malireddy, Sreeni	7700 Irvin Center Drive, Suite 470	Irvin, Ca 92618	949 466-5663		ASIAN SUB	M
ISIS ENVIRONMENTAL CONSULTING GROUP	Raoof, Eimon	1103 West 41st Place	Los Angeles, Ca 90037	323 787-2556		AFRICAN AMER	F
J A D & ASSOCIATES, LLC	Nijland, Albert	603 Park Center Drive #106	Santa Ana, Ca 92705	714 577-1102		ASIAN PAC	M
J HERNANDEZ CONSULTING	Hernandez, Joseph R.	1892 E Altadena Dr	Altadena, Ca 91001	626 791-5070		HISPANIC	M
J M W COMPANY	William, Julia	3859 S. Orange Drive	Los Angeles, Ca 90008	323 377-5012		AFRICAN AMER	F
J N A BUILDERS, INC.	Antonio, Joseph N.	3549 El Caminito	La Crescenta, Ca 91214	818 281-5262		ASIAN PAC	M
JEFF OVIEDO & ASSOCIATES, INC.	Oviedo, Jeff	1621 Browning	Irvine, Ca 92606	949 251-0702		HISPANIC	M

FIRM	CONTACT	ADDRESS	CITY, STATE ZIP	PHONE	EMAIL	ETHNICITY	M/F
JILL KOLLMANN & ASSOCIATES	Kollmann, Jill	11157 Mcgee River Circle	Fountain Valley, Ca 92708	714 531-1196		NON-MINORITY	F
JNG SOLUTIONS, INC.	Dato, Gregory	5419 Luis Drive,	Agoura Hills, Ca 91301	818 692-6726		HISPANIC	M
JOBSPRO STAFFING	Rad, Shohre	20458 Roca Chica Drive	Malibu, Ca 90265	310 395-1555		NON-MINORITY	F
JSDA, INC.	Stevenor Dale, Janice	1401 Valley View, Ste. 205	Glendale, Ca 91202	213 480-7500		NON-MINORITY	F
K W S CONSULTING	Sergile, Kara	1115 Moncado Drive	Glendale, Ca 91207	818 637-2872		NON-MINORITY	F
KAL KRISHNAN CONSULTING SERVICES	Park, Emily	800 S. Figueroa St. #1210	Los Angeles, Ca 90017	213 488-0900		ASIAN SUB	M
KAMBRIAN CORPORATION	Hsieh, Cathy	2707 E. Valley Blvd. #312	West Covina, Ca 91792	626 964-4445		ASIAN PAC	F
KATHERINE PADILLA & ASSOCIATES	Padilla, Katherine	440 Tamarac Drive	Pasadena, Ca 91105	323 258-5384		HISPANIC	F
KEARNEY CONSULTING, A SOLE PROPRIETORSHIP	Kearney, Janetta	7812 Manchester Avenue	Playa Del Rey, Ca 90293	310 822-6958		AFRICAN AMER	
KNL SUPPORT SERVICES	James, Lois	8947 S. Hobart Blvd.	Los Angeles, Ca 90047	213 675-4133		AFRICAN AMER	F
KZABA ENGINEERING, INC.	Husain, Abunnasr	7416 Rutledge Ct.	Rancho Cucamonga, Ca 91730	909 285-4586		ASIAN SUB	M
LAMER VENTURES, LLC	Parize, Maria	8181 Kaiser Blvd.	Anaheim Hills, Ca 92808	562 706-2559		HISPANIC	F
LAND CM	Land, Shirley M.	29642 Alta Terra	Laguna Niguel, Ca 92677	949 705-6445		NON-MINORITY	F
LANGFORD & CARMICHAEL, INC.	Clark, Linda	4422 Laurelgrove Avenue,	Studio City, Ca 91604	310 902-1877		ASIAN PAC	F
LAW OFFICES OF GAIL CHARLES	Charles-Wright, Gail	33655 Wild Horse Way	Yucaipa, Ca 92399	909 797-0692		AFRICAN AMER	F
LAW OFFICES OF JOHN W. HARRIS & ASSOCIATES	Harris, John	865 S. Figueroa St. #2750	Los Angeles, Ca 90017	213 489-9833		AFRICAN AMER	M
LEE ANDREWS GROUP INC	David-Park, Katherine	818 W. 7th St. #750	Los Angeles, Ca 90071	213 891-2965		HISPANIC	F
LENAX CONSTRUCTION SERVICES, INC.	Zeetser, Yelena	3700 Wilshire Blvd. Suite # 560	Los Angeles, Ca 90010	213 637-9146		NON-MINORITY	F
LKG-CMC, INC	Mcclure, Kathy A.	130 S. Jackson St, Ste 200	Glendale, Ca 91205	818 844-0800		NON-MINORITY	F
LNL SOLUTIONS LLC	Li, Philip	423 W. Adams Ave.	Alhambra, Ca 91801	626 679-8756		ASIAN PAC	M
LOPEZ & COMPANY, LLP	Lopez, Richard	14728 Pipeline Ave. Suite E	Chino Hills, Ca 91709	626 583-1116		HISPANIC	M
LVR INTERNATIONAL	Reyes, Lia	1601 N. Sepulveda Blvd. #789	Manhattan Beach, Ca 90266	213 819-9009		ASIAN PAC	F
LYNN C KRONZEK & ASSOCIATES	Kronzek, Lynn C.	3117 N. Naomi Street	Burbank, Ca 91504	818 768-7688		NON-MINORITY	F
MA AND ASSOCIATES, CPAS	Ma, Lin	190 E. Arrow Highway Suite B	San Dimas, Ca 91773	909 305-1272		ASIAN PAC	M
MACICA PROJECT MANAGEMENT CONSULTANCY INC.	Macica, Tina	13700 Marina Pointe Dr. #1719	Marina Del Rey, Ca 90292	310 560-8503		NON-MINORITY	F
MANAGEMENT CONSULTING FOR INFRASTRUCTURE, LLC	Vajdani, Sima	515 S. Flower St. #3600	Los Angeles, Ca 90071	714 642-1220		NON-MINORITY	F
MARBELLA MANAGEMENT, INC	Chaves, Nora	3708 The Strand	Manhattan Beach, Ca 90266	310 502-5091		HISPANIC	F
MAROON SOCIETY, INC.	Shah, Nisha	1059 Tia Juana Street	Laguna Beach, Ca 92651	310 479-3411		ASIAN SUB	F
MARRS SERVICES, INC.	Chaudhary, Rubina	340 E. Commonwealth Avenue	Fullerton, Ca 92832	714 213-8650		ASIAN SUB	F
MASTEK INC	Soto, Miguel	1644 S. Adalia Ave	Hacienda Heights, Ca 91745	626 723-4986		HISPANIC	M
MAYER ARCHITECTS, INC.	Margolin, Rochelle	4211 Lyceum Avenue	Los Angeles, Ca 90066	310 437-0735		NON-MINORITY	F
MAZYCK ADVISORS LLC	Mazyck, Jan	1800 Century Park East #600	Los Angeles, Ca 90067	310 229-5740		AFRICAN AMER	F
MBJ CONSULTANTS, INC	Hatcher, Evelyn	1276 S Beverly Glen	Los Angeles, Ca 90024	424 204-9569		AFRICAN AMER	M
MCKENNA ET AL	Jeanette A. Mckenna,	6008 Friends Avenue,	Whittier, Ca 90601	562 696-3852		NON-MINORITY	F
MEADOWS CONSULTING	Meadows, Karen	2471 West 7th Street	San Bernardino, Ca 92410	909 884-1985		NON-MINORITY	F
MICELI INFRASTRUCTURE CONSULTING, LLC	Newton, Marybeth	11539 National Blvd.	Los Angeles, Ca 90064	310 954-9354		NON-MINORITY	F
MICHELLE KIRKHOFF CONSULTING	Kirkhoff, Michelle	1357 East Big Bear Blvd.	Big Bear, Ca 92314	909 534-8767		NON-MINORITY	F
MLM & ASSOCIATES ENGINEERING, INC.	Mccauley, Marsha	23011 Moulton Parkway Suite F-5	Laguna Hills, Ca 92653	949 586-1900		AFRICAN AMER	F

FIRM	CONTACT	ADDRESS	CITY, STATE ZIP	PHONE	EMAIL	ETHNICITY	M/F
MORGNER CONSTRUCTION MANAGEMENT	Morgner, Monique	15260 Ventura Blvd., Ste. 1080	Sherman Oaks, Ca 91403	818 461-8100		HISPANIC	F
MS CONSULTING SERVICES	Salazar, Mary	33541 Coral Reach Street	Dana Point, Ca 92629	949 487-0564		HISPANIC	F
NAVIGATOR MOBILITY CONSULTING, LLC	Segovia, Jesus Iv	107 S. Holliston Ave. #306	Pasadena, Ca 91106	626 379-8400		HISPANIC	M
NETTLESHIP GROUP INC THE	Marguerite Jorgensen,	560 E. Channel Road	Santa Monica, Ca 90402	310 573-3705		NON-MINORITY	F
NETWORK PUBLIC AFFAIRS, LLC	Pfeffer, Nancy	444 W. Ocean Blvd. #800	Long Beach, Ca 90802	560 901-2037		NON-MINORITY	F
NICHOLAS & ASSOCIATES, LLC	Buford, Nicholas D.	7660 Beverly Blvd,	Los Angeles, Ca 90036	310 600-6521		AFRICAN AMER	M
NUNTIO CONSULTING	Thrift, Susan K.	137 N. Larchmont Blvd., #258	Los Angeles, Ca 90004	323 684-5106		ASIAN PAC	F
OPPORTUNITY MARKETING GROUP	Bennett, Janice	5304 Senford Avenue	Los Angeles, Ca 90056	310 641-6553		AFRICAN AMER	F
P M CHESTANG	Chestang, Phyllis M.	2271 N. Lake Ave. #6489	Altadena, Ca 91003	626 590-1047		AFRICAN AMER	F
P. DOWELL & ASSOCIATES	Penn, Pamela	10603 Rose Circle	Cerritos, Ca 90703	562 461-2133		AFRICAN AMER	F
PADILLA & ASSOCIATES, INC.	Padilla, Patricia	211 E. City Place Drive	Santa Ana, Ca 92705	714 577-5340		HISPANIC	F
PARAGON ENGINEERING & MANAGEMENT, LLC	Walker, Ethelinda	11601 Wilshire Blvd. #500	Los Angeles, Ca 90025	310 492-5170		ASIAN PAC	F
PARKING DESIGN ASSOCIATES, INC.	Botejue, Dirmali	9458 Robin Avenue	Fountain Valley, Ca 92708	714 595-2567		ASIAN SUB	F
PCS CONSULTANTS, INC.	Cordova, Ramiro	9375 Archibald Street	Ontario, Ca 91730	909		HISPANIC	M
PERCEPTIVE ENTERPRISES	Adams, Joseph	844 Colorado Blvd., # 204	Los Angeles, Ca 90041	323 254-5000		AFRICAN AMER	M
PEREZ CONSTRUCTION & MANAGEMENT	Perez, Jaime	1150 S. Olive St. #2000	Los Angeles, Ca 90015	213 289-9100		HISPANIC	M
PERFORMANCE EXCELLENCE PARTNERS, INC.	Ramierz, Rachel E.	2134 Main Street, Ste. 220	Huntington Beach, Ca 92648	714 374-1140		HISPANIC	F
PERFORMIGENCE CORP.	Mcelroy, Larry	3810 Grayburn Avenue	Los Angeles, Ca 90008	213 614-8828		AFRICAN AMER	M
PHOENIX BUSINESS DEVELOPMENT GROUP	Haynes, Tonya	2609 Curtis Ave. #C	Redondo Beach, Ca 90278	888 821-0611		AFRICAN AMER	F
PLW & ASSOCIATES, LLC	Wentt, Pawnee	4020 Stevely Avenue #4	Los Angeles, Ca 90008	703 629-7510		AFRICAN AMER	F
POWER MC LLC	Isa, Dean	15056 Calle Verano	Chino Hills, Ca 91709	909 730-0015		ASIAN PAC	M
PRODUCTION PROS, INC.	Gaston, Penelope	13911 Runnymede Street	Van Nuys, Ca 91405	818 786-0336		NON-MINORITY	F
PROFESSIONAL TRANSPORTATION OPERATIONS & SERVICES	Gales, Ryan	5816 Halm Avenue	Los Angeles, Ca 90056	310 283-7661		AFRICAN AMER	M
PROFORMA SOLUTIONS	Hunter, Connie K.	16152 Beach Blvd, Ste 210	Huntington Beach, Ca 92647	714 596-4600		NON-MINORITY	F
PROJECT & COST MANAGEMENT	Gray, Valerie	20929 Ventura Blvd. #47-347	Woodland Hills, Ca 91364	818 995-7172		ASIAN PAC	F
PROJECTLINE TECHNICAL SERVICES,INC.	Chen-Getter, Linda	2900 Bristol Street D-103	Costa Mesa, Ca 92626	714 540-5460		ASIAN PAC	F
PROVENZANO RESOURCES, INC.	Kravitz, Deborah S.	12044 Hoffman Street,	Studio City, Ca 91604	818 760-7957		NON-MINORITY	F
Q S REQUIN CORPORATION	Nalewaik, Alexia	2450 N. Lake Avenue #335	Altadena, Ca 91001	213 399-1373		NON-MINORITY	F
R 2 S CONSULTING	Hayat, Ayesha	1351 Eaglefen Drive	Diamond Bar, Ca 91765	951 893-1375		ASIAN SUB	F
R E M ENGINEERING COMPANY, INC,	Milton Jr, Robert E.	1575 North Lake Ave., # 100	Pasadena, Ca 91104	626 296-7200		AFRICAN AMER	M
RAMOS CONSULTING SERVICES, INC.	Ramos, Armando	2275 Huntington Drive #448	San Marino, Ca 91108	626 905-4888		HISPANIC	M
RANI ENGINEERING, INC.	Rani, Susan	2170 W. Esther St.	Long Beach, Ca 90813	562 314-8766		ASIAN PAC	F
RED ENGINE CONSULTING LLC	Baker, Danielle	4321 Laurelcanyon Blvd # 206	Studio City, Ca 91604	818 480-0578		AFRICAN AMER	F
RICHARD L. BENBOW, AN INDIVIDUAL	Benbow, Richard	4812 Southridge Avenue	Los Angeles, Ca 90043	310 617-4880		AFRICAN AMER	M
ROMEJAN, INC.	Romero, Alejandro	5410 E. Beverly Blvd.	Los Angeles, Ca 90022	323 336-2221		HISPANIC	M
ROMERO CONSTRUCTION SERVICES INC	Romero, Kim Anthony	2808 Surrey Way	Ontario, Ca 91761	562 307-7734		HISPANIC	M
ROSS GROUP, INC., THE	Ross, Armen	1861 Buckingham Road	Los Angeles, Ca 90036	323 712-5800		AFRICAN AMER	M
ROY WILLIS & ASSOCIATES, INC.	Willis, Leroy Amos	21 Via Marina Court #6	Marina Del Rey, Ca 90292	415 515-6856		AFRICAN AMER	M
RYDER'S EYE	Ryder, Eileen	10141 Edye Drive	Huntington Beach, Ca 92646	714 323-2068		NON-MINORITY	F
S R D ARCHITECTS, INC.	Desai, Shirish	3920 E. Coronado St. #201	Anaheim, Ca 92807	714 688-0212		ASIAN SUB	M
SAFE UTILITY EXPOSURE, INC.	Miller, Amy	14728 Biola Avenue	La Mirada, Ca 90638	714 982-0517		NON-MINORITY	F

FIRM	CONTACT	ADDRESS	CITY, STATE ZIP	PHONE	EMAIL	ETHNICITY	M/F
SAILE TECHNOLOGIES INC	Thuo, Elias	26741 Portola Parkway Ste 1e-472	Foothill Ranch, Ca 92610	949 842-4180		AFRICAN AMER	M
SAUCEDO PROFESSIONAL GROUP, INC.	Saucedo, Silvia	9720 Wilshire Blvd. 5th Fl.	Beverly Hills, Ca 90212	323 243-4556		HISPANIC	F
SCHAFER CONSULTING, INC.	Newman, Sharon	34179 Golden Lantern #105	Dana Point, Ca 92629	949 388-4577		ASIAN PAC	F
SCHWEITZER & ASSOCIATES, INC.	Schweitzer, Judi	24242 Ontario Lane	Lake Forest, Ca 92630	949 387-9280		NON-MINORITY	F
SERVITEK SOLUTIONS, INC.	Reyes, Geoff	21017 Commerce Point Drive, Suite D	Walnut, Ca 91789	626 227-1650		ASIAN PAC	M
SEVILLE CONSTRUCTION SERVICES, INC.	Flores, Jeffrey S.	35 Hugus Alley #210	Pasadena, Ca 91103	626 204-0800		HISPANIC	M
SHA ANALYTICS, LLC	Amiri , Sara H.	443 Levering Avenue	Los Angeles, Ca 90024	310 916-9494		NON-MINORITY	F
SIMPLEX CONSTRUCTION MANAGEMENT, INC.	Soneja, Roger	4501 E. La Palma Ave, Ste. 220	Anaheim, Ca 92807	714 575-1148		ASIAN SUB	M
SMALL BUSINESS ENTERPRISE UTILIZATION SERVICES	Giles-Potter, Tina	212 Pala Circle	Placentia, Ca 92870	714 579-3187		AFRICAN AMER	F
SOLIS GROUP, THE	Solis, Anna	145 Vista Avenue #104	Pasadena, Ca 91107	626 685-6989		HISPANIC	F
SOTOMAYOR & ASSOCIATES, LLP	Sotomayor, Ivan	540 S. Marengo Avenue	Pasadena, Ca 91101	626 397-4900		HISPANIC	M
SOULFUL PALISADE, LLC	Snow, Todd	876 North Mountain Ave.	Upland, Ca 91786	909 957-2098		AFRICAN AMER	M
STRONGWORK HEALTHCARE CONSULTING, LLC	Sukhu, Janina	8350 Remmet Avenue	Canoga Park, Ca 91309	310 713-1083		AFRICAN AMER	F
SULLIVAN INTERNATIONAL, INC.	Sullivan, Barbara	110 Pine Avenue, #910	Long Beach, Ca 90802	562 590-0512		AFRICAN AMER	F
SUMMIT CONSULTING AND ENGINEERING, INC.	Gastelum, Michelle	300 N. Lake Ave., Ste. 320	Pasadena, Ca 91101	626 449-9052		HISPANIC	F
SUMMIT WEST CONSULTANTS, INC	Urena, Carlos	118 Crabapple Dr.	Pomona, Ca 91767	626 512-4934		HISPANIC	M
SUSTAINABLE BUSINESS PARTNERSHIPS, LLC.	Dehm, Diana	P. O. Box 806	Huntington Beach, Ca 92648	714 300-8836		NON-MINORITY	F
SYSTEMS CONSULTING, LLC	Adams, Everette	515 S Flower Street, 36th Floor	Los Angeles, Ca 90071	213 236-3640		AFRICAN AMER	M
T & T PUBLIC RELATIONS, INC.	Tucker, Phyllis	24325 Crenshaw Blvd. #268	Torrance, Ca 90505	310 874-2329		HISPANIC	F
T JOHNSON GROUP, INC	Johnson, Tamra	59 Rose Avenue, #4	Venice, Ca 90291	310 562-7890		NON-MINORITY	F
TAPICU, INC.	Walker, Reginald	5581 East 23rd St. Apt. 4	Long Beach, Ca 90815	310 339-8064		AFRICAN AMER	M
TEC MANAGEMENT CONSULTANTS INC	Coffey, Timothy	510 S La Brea Avenue	Inglewood, Ca 90301	800 509-1542		AFRICAN AMER	M
THE AJAMENT PARTNERS	Jacobs, Alicia	6922 Knowlton Pl. #305	Los Angeles, Ca 90045	310 645-6996		AFRICAN AMER	F
THE GREENRIDGE GROUP, INC.	Tsao, David T.	5023 N Parkway Calabasas	Calabasas, Ca 91302	818 929-8588		ASIAN PAC	M
THE LE FLORE GROUP	Le Flore, Angela	8015 Ocean View Ave	Whittier, Ca 90602	562 696-6996		AFRICAN AMER	F
THE MORCOS GROUP	Morcos, Beata Draga	848 S. Ridgeley Drive	Los Angeles, Ca 90036	213 605-8624		NON-MINORITY	F
THE ROBERT GROUP, INC.	Robert, Christine	3108 Los Feliz Blvd.	Los Angeles, Ca 90039	323 669-9300		AFRICAN AMER	F
THE STERGION GROUP, INC.	Stergion, Monica	409 N. Pacific Coast Hwy, #223	Redondo Beach, Ca 90277	310 740-1709		NON-MINORITY	F
THE ZAMAN GROUP, DBA THE PAYPHONE COMPANY	Zaman, Karim	1625 W. Vernon Avenue	Los Angeles, Ca 90062	323 596-4690		AFRICAN AMER	M
TIERRA WEST ADVISORS, INC.	Yonai, Rose	2616 E. 3rd St.	Los Angeles, Ca 90033	323 265-4400		ASIAN PAC	M
TRANSCAL SERVICES	Henderson, Jeffery	6621 Bianca Avenue	Lake Balboa, Ca 91406	818 453-1222		AFRICAN AMER	M
TRANSPORTATION SYSTEMS ENGINEERING	Ramirez, Rosetta	6154 Laurel Blossom Place	Rancho Cucamonga, Ca 91739	909 463-3638		HISPANIC	F
TRANSTRACK SYSTEMS, INC.	O'Melia, Mary	265 Belmont Avenue	Long Beach, Ca 90803	562 987-4755		NON-MINORITY	F
TURNER & ASSOCIATES / LAW OFFICES OF CHERYL TURNER	Turner, Cheryl	445 S. Figueroa St. #2700	Los Angeles, Ca 90071	213 482-2248		AFRICAN AMER	F
TURNING POINT COMMUNICATIONS	Means, Patricia	4025 S. Bronson	Los Angeles, Ca 90006	323 300-4038		AFRICAN AMER	F
UNIVERSAL RELIANCE LLC	Freeman, Mirland	4750 Lincoln Blvd. #885	Marina Del Rey, Ca 90292	310 854-6349		AFRICAN AMER	F
URBAN ASSOCIATES, INC.	Carrillo, Pedro	5800 South Eastern Avenue, Suite 260	Commerce, Ca 90040	213 327-0858		HISPANIC	M
URBAN SOLUTIONS, LLC	Goldman, Morrie	235 S. San Pedro Street	Los Angeles, Ca 90012	213 689-4745		HISPANIC	M
V & A, INC.	Valle, Jose	530 S. Hewitt St. #121	Los Angeles, Ca 90013	626 715-2825		HISPANIC	M
VERONICA PEREZ & ASSOCIATES	Perez, Veronica	325 W 8th Street, #502	Los Angeles, Ca 90014	213 221-7161		HISPANIC	F

FIRM	CONTACT	ADDRESS	CITY, STATE ZIP	PHONE	EMAIL	ETHNICITY	M/F
VIRGINKAR & ASSOCIATES, INC	Virginkar, Arun M.	3350 E. Birch St., Suite 101	Brea, Ca 92821	714 993-1000		ASIAN SUB	M
W 2 DESIGN INC.	Wong, Patrick D	50 S. Delacey Ave., Suite 100	Pasadena, Ca 91105	626 396-9855		ASIAN PAC	M
WHALE WATCHIN' ENTERTAINMENT, INC.	Johnson-Whaley, Stacey	2121 Valderas Drive #90	Glendale, Ca 91208	323 717-8071		AFRICAN AMER	F
WHITE SAND CONSULTANTS, INC.	White, Claudia	P.O. Box 246	Trabuco Canyon, Ca 92678	949 713-9797		AFRICAN AMER	F
WHITENACK CONSULTING, INC.	Whitenack, Mary	1404 Tustin Ave., Unit B-1	Santa Ana, Ca 92705	951 232-6021		NON-MINORITY	F
WINCORP SOLUTIONS	Nguyen, Khanie	4000 Barranca Parkway #250	Irvine, Ca 92604	949 387-6284		ASIAN PAC	F
WORLDWIDE QUALITY NETWORK, INC.	Urbaniak, Joceal Marie	P. O. Box 116	Somis, Ca 93066	805 987-2199		HISPANIC	F
XAVIERC, LLC	Chase, Sydney	1220 Pennell Dr.	Glendora, Ca 91740	626 808-7485		NON-MINORITY	F
YASMIN TONG CONSULTING	Tong, Yasmin	756 Sunset Avenue	Venice, Ca 90291	310 581-3631		AFRICAN AMER	F

541613 - Marketing Consulting Services

104

1 PLUS ONE MANAGEMENT, INC.	Smith, Jerold	2615 Pacific Coast Hway, # 218	Hermosa Beach, Ca 90254	310 798-8404		AFRICAN AMER	M
360 BC GROUP, INC.	Gonzalez, Nancy	25562 Gloriosa Drive	Mission Viejo, Ca 92691	949 916-9120		HISPANIC	M
ADDISON BURNET GROUP	Grijalva, Ramon	1764 W. 27th Street	San Pedro, Ca 90732	310 831-3350		HISPANIC	M
ADVANCED AVANT-GARDE CORPORATION	Lenoue, Ana	3670 W Temple Ave, Ste. 278	Pomona, Ca 91768	909 979-6586		HISPANIC	F
ALASKA ENTERPRISES INC.	Alaska, Melinda Su	315 N. Associated Rd #704	Brea, Ca 92821	714 267-4806		HISPANIC	F
ALL PETRO RESOURCES	Padilla, Arthur R.	18149 Lull Street,	Reseda, Ca 91335	818 442-8449		HISPANIC	M
ALLEGRA CONSULTING INC	Madison, Suzanne	160 E. Loma Alta Drive	Altadena, Ca 91001	626 227-7165		NON-MINORITY	F
ANCON COMMUNICATIONS; ANCON PUBLIC RELATIONS & MARKETING	Burgos, Yanka	253 Conway Avenue	Los Angeles, Ca 90024	310 392-4882		HISPANIC	F
ANTI-VILLAIN, LLC DBA HERITAGE TREE FILMS	Trotter, Brent	5917 Laurel Canyon Blvd. #4	Valley Village, Ca 91607	818 726-2684		AFRICAN AMER	M
ARAS ENTERPRISES, INC.	Barbarena, Gabrieal	6001 Friends Avenue	Whittier, Ca 90601	562 696-8196		HISPANIC	F
ARELLANO ASSOCIATES, LLC	Arellano, Genoveva	5851 Pine Avenue	Chino, Ca 91709	909 627-2974		HISPANIC	F
ATHENA JACKSON	Jackson, Athena	4267 Don Jose Drive	Los Angeles, Ca 90008	310 621-4290		AFRICAN AMER	F
BARRIOS & ASSOCIATES, LLC DBA COMMUNICATIONS LAB	Barrios, Arianna	25 Orchard #250	Lake Forest, Ca 92866	949 215-5539		HISPANIC	F
BEACON MANAGEMENT GROUP	Shamim, Susanna	711 E. Walnut Street,	Pasadena, Ca 91101	626 799-7924		ASIAN SUB	M
BOWEN AND ASSOCIATES	Bowen, La Ronda	1070 N Mentor Avenue	Pasadena, Ca 91104	310 989-4383		AFRICAN AMER	F
BRASFIELD & ASSOCIATES MARKETING	Brasfield, Giovanna	1997 E. Canova Lane	Compton, Ca 90221	310 863-5083		AFRICAN AMER	F
BRAY & ASSOCIATES	Bray, Charles	122 W. 64th Place	Inglewood, Ca 90302	310 467-3774		AFRICAN AMER	M
BUTLER & ASSOCIATES	Butler, Jamin P.	11565 Haas Avenue	Hawthorne, Ca 90250	310 988-6562		AFRICAN AMER	M
CASAMAR GROUP, LLC	Garcia, Joseph J.	23445 Glenridge Drive	Newhall, Ca 91321	661 254-2373		HISPANIC	M
CLC PUBLICIDAD, INC. DBA VISION	Cordoba, Carlos	4528 Stern Avenue	Sherman Oaks, Ca 91423	818 635-7318		HISPANIC	M
COMMUNITY CHANGE PARTNERS	Burman, Tsilah	11920 Dorothy St. #203	Los Angeles, Ca 90049	424 273-4408		NON-MINORITY	F
CONSTRUCTIVE COMMUNITY RELATIONS (CCR)	Decriscio, Jill	27031 Vista Terrace, Suite 109	Lake Forest, Ca 92630	949 458-1114		NON-MINORITY	F
CONTRERAS SWEET ENTERPRISES LLC	Sweet, Francesca	10757 Hortense St, Ste. 117	Los Angeles, Ca 91602	213 798-6069		HISPANIC	F
CREATIVE STREAMLINE/DLP PRODUCTIONS	Poon, Denise	353 S Carmelo Avenue	Pasadena, Ca 91107	626 744-1222		ASIAN PAC	F
D A VARNADO ANALYTICS	Varnado, Debra	2519 Fifth Avenue	Los Angeles, Ca 90018	213 361-7728		AFRICAN AMER	F
D R A & ASSOCIATES	Arguello, Daniel	3029 Eva Terrace	Los Angeles, Ca 90081	323 222-8436		HISPANIC	M
DAKOTA COMMUNICATIONS	Clark, Nicole	11845 W. Olympic Blvd,	Los Angeles, Ca 90064	310 815-8444		AFRICAN AMER	M
DAVE CUNNINGHAM & ASSOCIATES	Cunningham, Dave	4871 Dockweiller St.	Los Angeles, Ca 90019	323 931-5333		AFRICAN AMER	M
DEVINNY GROUP, THE	Devinny, Carolyn	3760 Motor Ave. #309	Los Angeles, Ca 90034	310 559-8575		NON-MINORITY	F
DIANA HO CONSULTING GROUP	Ho, Diana Y.T.	4712 Admiralty Way # 236	Marina Del Rey, Ca 90292	310 344-5556		ASIAN PAC	F

FIRM	CONTACT	ADDRESS	CITY, STATE ZIP	PHONE	EMAIL	ETHNICITY	M/F
DIANA PRICE, DBA YOUR LIFE'S PURPOSE - CUSTOMER SERVICE EXPE	Price, Diana	4514 Don Zarembo	Los Angeles, Ca 90008	949		AFRICAN AMER	F
EMA CONSULTANTS	Angeles, Evelyne M.	3765 Valleylights Drive	Pasadena, Ca 91107	626 673-5241		HISPANIC	F
ETA ADVERTISING, INC	Allen, Cynthia	301 Pine Avenue, Suite B	Long Beach, Ca 90802	562 499-2305		NON-MINORITY	F
EVERFIELD CONSULTING, LLC	Dorsey, Delbara	2075 W. 235th Place	Torrance, Ca 90501	310 251-7165		AFRICAN AMER	F
GOMEZ RESEARCH	Gomez, Sophia T.	225 South Lake Ave, Ste 300	Pasadena, Ca 91101	626 795-4880		NON-MINORITY	F
HAESE & WOOD MARKETING & PUBLIC RELATIONS	Haese, Marilyn	1801 Century Park East, #2400	Century City, Ca 90272	310 556-9612		NON-MINORITY	F
IGUS SIMON & ASSOCIATES, INC.	Igus, Toyomi	4721 Coolidge Avenue	Culver City, Ca 90230	310 351-0815		AFRICAN AMER	F
IMAGE MAKER	Malone, Chris	11023 Mccormick St, #607	North Hollywood, Ca 91601	818 481-7876		AFRICAN AMER	M
IMPRENTA COMMUNICATIONS GROUP, INC.	Grisby, Mark	300 South Raymond Avenue, Suite 9	Pasadena, Ca 91105	626 300-6620		ASIAN PAC	M
INFINITY BUSINESS SOLUTIONS	Otieno, Lily	7372 Walnut Avenue, Suite A	Buena Park, Ca 90620	714 670-8941		AFRICAN AMER	F
INTEGRIS MANAGEMENT GROUP, INC.	Bywater, Patricia Anne	2920 Inland Empire Blvd. #104	Ontario, Ca 91764	909 752-0229		NON-MINORITY	F
J L M STAFFING SOLUTIONS, INC.	Ferguson, Lashondra	515 S. Flower St. #3631	Los Angeles, Ca 90071	909 472-8013		AFRICAN AMER	F
J-U CARTER, INC	Carter, Donna	215 Calle Roca Vista	San Clemente, Ca 92672	949 852-5960		NON-MINORITY	F
JLK BUYING AND MERCHANDISING LLC	Kook, Jamie Lee	4676 Glenalbyn Drive	Los Angeles, Ca 90065	213 422-4265		ASIAN PAC	F
KANDI REYES & ASSOCIATES	Kandi Reyes,	2425 Colorado Ave., Ste. 180	Santa Monica, Ca 90404	310 451-9780		HISPANIC	F
KATHERINE PADILLA & ASSOCIATES	Padilla, Katherine	440 Tamarac Drive	Pasadena, Ca 91105	323 258-5384		HISPANIC	F
KES CONSULTING	Sedlmayr, Kathleen	743 Arvada Court	Simi Valley, Ca 93065	805 584-6381		NON-MINORITY	F
KM PRINTING PRODUCTION, INC.	Avalos, Miguel	218 E. Longdon Ave.	Irwindale, Ca 91706	626 821-0008		ASIAN PAC	M
LAGRANT COMMUNICATIONS	Hunter, Kim L.	600 Wilshire Blvd, Ste. 1520	Los Angeles, Ca 90017	323 469-8680		AFRICAN AMER	F
LANGFORD & CARMICHAEL, INC.	Clark, Linda	4422 Laurelgrove Avenue,	Studio City, Ca 91604	310 902-1877		ASIAN PAC	F
LAW OFFICES OF JOHN W. HARRIS & ASSOCIATES	Harris, John	865 S. Figueroa St. #2750	Los Angeles, Ca 90017	213 489-9833		AFRICAN AMER	M
LEE ANDREWS GROUP INC	David-Park, Katherine	818 W. 7th St. #750	Los Angeles, Ca 90071	213 891-2965		HISPANIC	F
LEW & ASSOCIATES	Watson, Lisa Elzy	3806-F Dunford Lane	Los Angeles, Ca 90305	310 419-4181		AFRICAN AMER	F
LVR INTERNATIONAL	Reyes, Lia	1601 N. Sepulveda Blvd. #789	Manhattan Beach, Ca 90266	213 819-9009		ASIAN PAC	F
MANAGEMENT CONSULTING FOR INFRASTRUCTURE, LLC	Vajdani, Sima	515 S. Flower St. #3600	Los Angeles, Ca 90071	714 642-1220		NON-MINORITY	F
MANDEVILLE GROUP, LLC	Burke, Autumn	5711 Slauson Avenue, Ste 120	Culver City, Ca 90230	310 633-7717		AFRICAN AMER	F
MARKETING MAVEN PUBLIC RELATIONS, INC.	Carnett, Lindsey	1203 Flynn Road #160	Camarillo, Ca 93012	310 994-7380		AFRICAN AMER	F
MAROON SOCIETY, INC.	Shah, Nisha	1059 Tia Juana Street	Laguna Beach, Ca 92651	310 479-3411		ASIAN SUB	F
MAYNARD CONSULTING SERVICES, INC.	Maynard, Barbara	46 E. Peninsula Center Drive #389	Rolling Hills Estate, Ca 90274	213 387-0780		NON-MINORITY	F
MCGRAPHICS DESIGN	Kathleen Mcguinness,	1810 Hardison Place, Suite 7	South Pasadena, Ca 91030	626 799-2195		NON-MINORITY	F
MCS BURBANK LLC	Mora, Tamara	2627 Hollywood Way	Burbank, Ca 91505	818 972-1331		NON-MINORITY	F
MICHELLE KIRKHOFF CONSULTING	Kirkhoff, Michelle	1357 East Big Bear Blvd.	Big Bear, Ca 92314	909 534-8767		NON-MINORITY	F
MINDY F BERMAN COMMUNICATIONS	Berman, Mindy	10161-1 Larwin Avenue	Chatsworth, Ca 91311	310 200-6980		NON-MINORITY	F
MINIUTTI & ASSOCIATES	Miniutti, Karen	1406 N. Gardner Street, Ste. 4	Los Angeles, Ca 90046	323 874-9287		NON-MINORITY	F
MUSA MEDIA INC	Fukuzawa, Andrew	23720 Arlington Ave, Suite 1	Torrance, Ca 90501	760 780-2556		ASIAN PAC	M
N T S CREATIVE GROUP	Nuno, Jorge	180 E. 35th St.	Los Angeles, Ca 90011	323 235-8905		HISPANIC	M
NAVIGATOR MOBILITY CONSULTING, LLC	Segovia, Jesus Iv	107 S. Holliston Ave. #306	Pasadena, Ca 91106	626 379-8400		HISPANIC	M

FIRM	CONTACT	ADDRESS	CITY, STATE ZIP	PHONE	EMAIL	ETHNICITY	M/F
NETWORK PUBLIC AFFAIRS, LLC	Pfeffer, Nancy	444 W. Ocean Blvd. #800	Long Beach, Ca 90802	560 901-2037		NON-MINORITY	F
OSCHIN PARTNERS, INC.	Oschin, Francine	16060 Ventura Blvd. #105-329	Encino, Ca 91436	818 907-1130		NON-MINORITY	F
PARADIGM CONSULTING	Yarbrough, Michael	1040 South Mt. Vernon Ave. #G131	Colton, Ca 92324	909 653-2447		AFRICAN AMER	M
PERFECT IMAGE CONSULTING, LLC	Harer, Brenda	9171 Gazette Avenue	Chatsworth, Ca 91311	818 942-8500		AFRICAN AMER	F
PREMIS COMMUNICATIONS	Thornton, Paulette	3766 Crestway Place	Los Angeles, Ca 90043	323 295-0642		AFRICAN AMER	F
PRODUCTION PROS, INC.	Gaston, Penelope	13911 Runnymede Street	Van Nuys, Ca 91405	818 786-0336		NON-MINORITY	F
PROFORMA SOLUTIONS	Hunter, Connie K.	16152 Beach Blvd, Ste 210	Huntington Beach, Ca 92647	714 596-4600		NON-MINORITY	F
PS89 PRODUCTIONS LLC	Garcia, Edward	22 Saint Georges Court	Coto De Caza, Ca 92679	949 232-3220		HISPANIC	M
PULSAR ADVERTISING	Gonzalez, Alberto	10940 Wilshire Blvd. 16th Floor	Los Angeles, Ca 90024	323 302-5101		HISPANIC	M
RADIOWAVE MARKETING & PROMOTIONS LLC	Stamler, Darcy	3749 Moore Street	Los Angeles, Ca 90066	310 836-1111		NON-MINORITY	F
REDFERN & ASSOCIATES	Redfern, Carol P.	2325 Teasley Street	La Crescenta, Ca 91214	818 248-8593		NON-MINORITY	F
RL PUBLIC RELATIONS & MARKETING, INC.	Sahyoun, Noha	1900 Avenue Of The Stars, Suite 288	Century City, Ca 90067	310 266-8600		HISPANIC	F
ROY WILLIS & ASSOCIATES, INC.	Willis, Leroy Amos	21 Via Marina Court #6	Marina Del Rey, Ca 90292	415 515-6856		AFRICAN AMER	M
SCHWEITZER & ASSOCIATES, INC.	Schweitzer, Judi	24242 Ontario Lane	Lake Forest, Ca 92630	949 387-9280		NON-MINORITY	F
STRATEGIC SOLUTIONS GROUP, INC	Mckeever, Candace Bond	1000 S Hope Street, #429	Los Angeles, Ca 90015	310 924-3213		AFRICAN AMER	F
SYSTEMS CONSULTING, LLC	Adams, Everette	515 S Flower Street, 36th Floor	Los Angeles, Ca 90071	213 236-3640		AFRICAN AMER	M
T & T PUBLIC RELATIONS, INC.	Tucker, Phyllis	24325 Crenshaw Blvd. #268	Torrance, Ca 90505	310 874-2329		HISPANIC	F
THE CARTER AGENCY	Carter, Ron	1015 N. Lake Avenue, Suite 204	Pasadena, Ca 91104	626 345-1413		AFRICAN AMER	M
THE FIERRO GROUP	Fierro, Evelyn	461 W. 6th St., #200	San Pedro, Ca 90731	310 548-6028		HISPANIC	F
THE GEERE GROUP	Geere, Stacy	25704 Lewis Way	Stevenson Ranch, Ca 91381	818 434-7633		HISPANIC	F
THE PASADENA ADVERTISING	Marks, Suzanne	117 E. Colorado Blvd. #165	Pasadena, Ca 91105	626 584-0011		NON-MINORITY	F
THE ROBERT GROUP, INC.	Robert, Christine	3108 Los Feliz Blvd.	Los Angeles, Ca 90039	323 669-9300		AFRICAN AMER	F
THE STAMOULIS GROUP	Stamoulis, Teresa	2719 East 2nd St	Long Beach, Ca 90803	562 438-4516		HISPANIC	F
THORNHILL & ASSOCIATES	Thornhill, Susan	962 Third St	Hermosa Beach, Ca 90254	310 318-2600		NON-MINORITY	F
TIERRA WEST ADVISORS, INC.	Yonai, Rose	2616 E. 3rd St.	Los Angeles, Ca 90033	323 265-4400		ASIAN PAC	M
TRANSCAL SERVICES	Henderson, Jeffery	6621 Bianca Avenue	Lake Balboa, Ca 91406	818 453-1222		AFRICAN AMER	M
TURNER & ASSOCIATES / LAW OFFICES OF CHERYL TURNER	Turner, Cheryl	445 S. Figueroa St. #2700	Los Angeles, Ca 90071	213 482-2248		AFRICAN AMER	F
TURNING POINT COMMUNICATIONS	Means, Patricia	4025 S. Bronson	Los Angeles, Ca 90006	323 300-4038		AFRICAN AMER	F
URBAN SOLUTIONS, LLC	Goldman, Morrie	235 S. San Pedro Street	Los Angeles, Ca 90012	213 689-4745		HISPANIC	M
VERONICA PEREZ & ASSOCIATES	Perez, Veronica	325 W 8th Street, #502	Los Angeles, Ca 90014	213 221-7161		HISPANIC	F
VICKI TORRES CREATIVE COMMUNICATION	Torres, Vicki	5733 Natick Avenue	Van Nuys, Ca 91411	818 997-4180		HISPANIC	F
VMA COMMUNICATIONS, INC	Martinez, Valerie	243 Oberlin Ave	Claremont, Ca 91711	909 445-1001		HISPANIC	F
WAKING STATE DESIGN	Gould, Tamara	4023 Alla Road	Los Angeles, Ca 90066	310 822-1694		NON-MINORITY	F
WHITE SAND CONSULTANTS, INC.	White, Claudia	P.O. Box 246	Trabuco Canyon, Ca 92678	949 713-9797		AFRICAN AMER	F
WRITER FOR HIRE PAT KRAMER	Kramer, Pat	10853 Parr Avenue	Sunland, Ca 91040	818 353-5699		NON-MINORITY	F
ZELDESIGN DBA ZHA-HARRISON ASSOCIATES	Harrison, Zelda	5755 Monte Vista	Los Angeles, Ca 90040	310 291-2436		AFRICAN AMER	F
ZUMA ENGINEERING AND RESEARCH	Wilson, Gary	2236 Hillsboro Avenue	Los Angeles, Ca 90034	310 480-9779		AFRICAN AMER	M

541614 - Process, Physical Distribution, and Logistics Consulting Services ***39***

FIRM	CONTACT	ADDRESS	CITY, STATE ZIP	PHONE	EMAIL	ETHNICITY	M/F
ALL PETRO RESOURCES	Padilla, Arthur R.	18149 Lull Street,	Reseda, Ca 91335	818 442-8449		HISPANIC	M
ALTMAYER CONSULTING, INC.	Altmayer, Christina	600 Carroll Way	Pasadena, Ca 91107	626 405-2352		NON-MINORITY	F
AMEY MANAGEMENT SERVICES	Tyriene, Tyriene	834 S. Lucerne Blvd., #17	Los Angeles, Ca 90005	323 933-9068		AFRICAN AMER	M
BIC GROUP, LLC	Chin, Angy C.	1916 Perry Ave, Unit B	Redondo Beach, Ca 90278	310 937-8088		ASIAN PAC	F
CONTRERAS SWEET ENTERPRISES LLC	Sweet, Francesca	10757 Hortense St, Ste. 117	Los Angeles, Ca 91602	213 798-6069		HISPANIC	F
DIANA HO CONSULTING GROUP	Ho, Diana Y.T.	4712 Admiralty Way # 236	Marina Del Rey, Ca 90292	310 344-5556		ASIAN PAC	F
E W CONSULTING, INC.	Whitman, Eliza Jane	2131 Crescent Drive	Altadena, Ca 91001	626 689-9992		NON-MINORITY	F
ELLEN BLACKMAN CONSULTING SERVICES	Blackman, Ellen	6210 Canterbury Drive #205	Culver City, Ca 90230	310 641-2479		NON-MINORITY	F
EVAN BROOKS ASSOCIATES, INC.	Suetsugu, Hal	1030 S. Arroyo Parkway #204	Pasadena, Ca 91105	626 799-8011		ASIAN PAC	M
EVERFIELD CONSULTING, LLC	Dorsey, Delbara	2075 W. 235th Place	Torrance, Ca 90501	310 251-7165		AFRICAN AMER	F
FOCUSED RESOURCES	Coughlin, Rose	330 Arden Avenue #220	Glendale, Ca 91203	818 768-9430		NON-MINORITY	F
HJI GROUP	Jiang, Hong	3300 Irvine Avenue, Suite 325	Newport Beach, Ca 92660	714 557-8800		ASIAN PAC	F
INSIGHT STRATEGIES, INC.	Teri Fisher,	2340 Plaza Del Amo, Suite 205	Torrence, Ca 90501	310 783-9263		NON-MINORITY	F
J D EVANS, INC.	Evans, Janice	2202 Pinecrest Drive	Altadena, Ca 91001	626 797-1676		NON-MINORITY	F
JAFFEE & ASSOCIATES	Jaffee, Valerie	33052 Ocean Ridge	Dana Point, Ca 92629	949 489-1097		ASIAN PAC	F
JILL KOLLMANN & ASSOCIATES	Kollmann, Jill	11157 Mcgee River Circle	Fountain Valley, Ca 92708	714 531-1196		NON-MINORITY	F
JUDITH NORMAN TRANSPORTATION CONSULTANT	Norman, Judith	1842 Denwall Drive	Carson, Ca 90746	310 608-2005		AFRICAN AMER	F
LANGFORD & CARMICHAEL, INC.	Clark, Linda	4422 Laurelgrove Avenue,	Studio City, Ca 91604	310 902-1877		ASIAN PAC	F
LESLIE K SCOTT CONSULTING SERVICES	Leslie K. Scott,	4267 Marina City Drive #912	Marina Del Rey, Ca 90292	310 822-3895		ASIAN PAC	F
LVR INTERNATIONAL	Reyes, Lia	1601 N. Sepulveda Blvd. #789	Manhattan Beach, Ca 90266	213 819-9009		ASIAN PAC	F
MADRID CONSULTING GROUP, LLC	Madrid, Henry	76 Santa Ana Avenue	Long Beach, Ca 90803	562 866-3265		HISPANIC	M
MURTHY TRANSPORTATION	Murthy, Narasimha	2832 Alderberry Ct	Fullerton, Ca 92835	714 674-0545		ASIAN SUB	M
NAVIGATOR MOBILITY CONSULTING, LLC	Segovia, Jesus Iv	107 S. Holliston Ave. #306	Pasadena, Ca 91106	626 379-8400		HISPANIC	M
PARKING DESIGN ASSOCIATES, INC.	Botejue, Dirmali	9458 Robin Avenue	Fountain Valley, Ca 92708	714 595-2567		ASIAN SUB	F
PCS CONSULTANTS, INC.	Cordova, Ramiro	9375 Archibald Street	Ontario, Ca 91730	909		HISPANIC	M
PERFORMIGENCE CORP.	Mcelroy, Larry	3810 Grayburn Avenue	Los Angeles, Ca 90008	213 614-8828		AFRICAN AMER	M
PHOENIX BUSINESS DEVELOPMENT GROUP	Haynes, Tonya	2609 Curtis Ave. #C	Redondo Beach, Ca 90278	888 821-0611		AFRICAN AMER	F
POWER MC LLC	Isa, Dean	15056 Calle Verano	Chino Hills, Ca 91709	909 730-0015		ASIAN PAC	M
PRODUCTION PROS, INC.	Gaston, Penelope	13911 Runnymede Street	Van Nuys, Ca 91405	818 786-0336		NON-MINORITY	F
ROLAND INTERNATIONAL FREIGHT SERVICES	Furtado, Christopher	5710 W. Manchester Blvd	Los Angeles, Ca 90045	310 337-1775		ASIAN SUB	M
SAFE UTILITY EXPOSURE, INC.	Miller, Amy	14728 Biola Avenue	La Mirada, Ca 90638	714 982-0517		NON-MINORITY	F
SAILE TECHNOLOGIES INC	Thuo, Elias	26741 Portola Parkway Ste 1e-472	Foothill Ranch, Ca 92610	949 842-4180		AFRICAN AMER	M
SAVANT CONSULTING, INC.	Jones, Paul	12 Santa Catrina	Rcho Sta. Margarita, Ca 92688	949 682-5298		AFRICAN AMER	M
SHA ANALYTICS, LLC	Amiri , Sara H.	443 Levering Avenue	Los Angeles, Ca 90024	310 916-9494		NON-MINORITY	F
THE LE FLORE GROUP	Le Flore, Angela	8015 Ocean View Ave	Whittier, Ca 90602	562 696-6996		AFRICAN AMER	F
UNIVERSAL RELIANCE LLC	Freeman, Mirland	4750 Lincoln Blvd. #885	Marina Del Rey, Ca 90292	310 854-6349		AFRICAN AMER	F
W 2 DESIGN INC.	Wong, Patrick D	50 S. Delacey Ave., Suite 100	Pasadena, Ca 91105	626 396-9855		ASIAN PAC	M
WHITE SAND CONSULTANTS, INC.	White, Claudia	P.O. Box 246	Trabuco Canyon, Ca 92678	949 713-9797		AFRICAN AMER	F
WORLDWIDE QUALITY NETWORK, INC.	Urbaniak, Joceal Marie	P. O. Box 116	Somis, Ca 93066	805 987-2199		HISPANIC	F

541618 - Other Management Consulting Services ***136***

FIRM	CONTACT	ADDRESS	CITY, STATE ZIP	PHONE	EMAIL	ETHNICITY	M/F
ADDISON BURNET GROUP	Grijalva, Ramon	1764 W. 27th Street	San Pedro, Ca 90732	310 831-3350		HISPANIC	M
ADVANTEC CONSULTING ENGINEERS, INC.	Lee, Leo	1200 Roosevelt	Irvine, Ca 92620	949 861-4999		ASIAN PAC	M
AHTNA ENGINEERING SERVICES, LLC	O'Malley, Diane	2855 Michelle Drive Suite 180	Irvine, Ca 92606	714 824-3472		NAT AM	M
AIRPORT CONCESSION CONSULTANTS, INC	Woods, Joan	21243 Ventura Blvd, Suite 235	Woodland Hills, Ca 91364	818 888-4634		NON-MINORITY	F
ALLIANCE GROUP CONSULTING, THE	Duong, Andy	10291 Masterson Road	Stanton, Ca 90680	213 505-0295		ASIAN PAC	M
ALLISON SAMPSON CONSULTING	Sampson, Allison	471 Hillside Lane	Santa Monica, Ca 90402	310 573-0257		NON-MINORITY	F
ALTERNATIVE INFRASTRUCTURE DELIVERY (AID) GROUP	Jha, Mithilesh	53 Shade Tree	Irvine, Ca 92603	617 283-5100		ASIAN SUB	M
AMEY MANAGEMENT SERVICES	Tyriene, Tyriene	834 S. Lucerne Blvd., #17	Los Angeles, Ca 90005	323 933-9068		AFRICAN AMER	M
AMGI, INC	Gaynair, Antony	8811 Elgin Circle	Huntington Beach, Ca 92646	714 595-4956		HISPANIC	M
ARENEM CORPORATION	Iraheta, Ricardo	15320 S. Wilton Place	Gardena, Ca 90249	310 901-4759		HISPANIC	M
ATHALYE CONSULTING ENGINEERING SERVICES INC	Athalye, Ashok	26457 Rancho Parkway South	Lake Forest, Ca 92630	949 837-6749		ASIAN SUB	M
BEACON MANAGEMENT GROUP	Shamim, Susanna	711 E. Walnut Street,	Pasadena, Ca 91101	626 799-7924		ASIAN SUB	M
C G O CONSTRUCTION COMPANY	Ojuri, Charles	3100 East Cedar Street #14	Ontario, Ca 91761	909 930-5581		AFRICAN AMER	M
C P M CONSTRUCTION, INC.	Ansari, Moqueem	20255 Edgemont Place	Walnut, Ca 91789	909 598-9898		ASIAN SUB	M
C2PM	Altaha, Rowena	16520 Bake Pkwy., Suite 250	Irvine, Ca 92618	949 333-3700		ASIAN PAC	F
CASAMAR GROUP, LLC	Garcia, Joseph J.	23445 Glenridge Drive	Newhall, Ca 91321	661 254-2373		HISPANIC	M
CHARLES E. BRAY, JR.	Charles E. Bray, Jr,	122 West 64th Place	Inglewood, Ca 90302	310 673-7878		AFRICAN AMER	M
CHO DESIGN ASSOCIATES, INC	Cho, Wilbert	3001 Red Hill Avenue, Suite 6-206	Costa Mesa, Ca 92626	714 427-0680		ASIAN PAC	M
CIBOLA SYSTEMS CORPORATION	Perrine, Lisa	180 S. Cypress Street	Orange, Ca 92866	714 480-0272		NON-MINORITY	F
CNT, INC	Victor Guest,	15330 Del Gado Drive, 1st Floor	Sherman Oaks, Ca 91403	818 528-2008		AFRICAN AMER	F
CONSTRUCTION CONSULTANT SERVICES, INC.	Diana Cesenas,	4826 East Vista Street	Long Beach, Ca 90803	562 208-4779		HISPANIC	F
CONSTRUCTION MANAGEMENT CONTROLS AND SERVICES	Johnson, Diana M.	6552 Rennrick Circle	Huntington Beach, Ca 92647	714 475-9710		HISPANIC	F
CONSTRUCTION SPECIFICATIONS SERVICE	Johnson, Young	3923 W. 6th Street_#214	Los Angeles, Ca 90020	213 380-4478		AFRICAN AMER	M
CONSTRUCTIVE COMMUNITY RELATIONS (CCR)	Decriscio, Jill	27031 Vista Terrace, Suite 109	Lake Forest, Ca 92630	949 458-1114		NON-MINORITY	F
CORNERSTONE STUDIOS	Meier-Wong, Renie	106 W. Fourth Street, 5th Floor	Santa Ana, Ca 92701	714 973-2200		ASIAN PAC	F
CPO ENTERPRISES, INC.	Olivas, Christine	846 North Charter Drive	Covina, Ca 91724	626 967-4300		HISPANIC	M
D H S CONSULTING, INC.	Damle, Hermalata	9841 Airport Blvd.	Los Angeles, Ca 90045	310 650-0128		ASIAN SUB	M
D M S ENGINEERING & ASSOCIATES, INC.	Martinez, Arellys	14621 Gandesa Rd	La Mirada, Ca 90638	949 307-0015		HISPANIC	M
D R CONSULTANTS & DESIGNERS, INC.	Martinez, Wanda	725 S. Figueroa St. Suite 3320	Los Angeles, Ca 90017	213 687-1130		HISPANIC	F
DACM PROJECT MANAGEMENT, INC.	Dugan, Deborah	30423 Canwood Street, Suite 122	Agoura Hills, Ca 91301	818 752-7970		NON-MINORITY	F
DAMES ENGINEERING SERVICES	Maximous, Samia	813 20th Street	Hermosa Beach, Ca 90254	805 368-5593		NON-MINORITY	F
DAVE CUNNINGHAM & ASSOCIATES	Cunningham, Dave	4871 Dockweiller St.	Los Angeles, Ca 90019	323 931-5333		AFRICAN AMER	M
DEVELOPMENT INDUSTRIES, INC.	Guidry, Lori	5406 W. 149th Place #1	Hawthorne, Ca 90250	310 488-3611		NON-MINORITY	F
DEVINNY GROUP, THE	Devinny, Carolyn	3760 Motor Ave. #309	Los Angeles, Ca 90034	310 559-8575		NON-MINORITY	F
DIANA HO CONSULTING GROUP	Ho, Diana Y.T.	4712 Admiralty Way # 236	Marina Del Rey, Ca 90292	310 344-5556		ASIAN PAC	F
DIVERSIFIED CAPITAL, INC	Vera, William	99 S. Lake Avenue, Suite 210	Pasadena, Ca 91101	626 585-0966		HISPANIC	M
E W CONSULTING, INC.	Whitman, Eliza Jane	2131 Crescent Drive	Altadena, Ca 91001	626 689-9992		NON-MINORITY	F
ELWOOD & ASSOCIATES	Elwood, Lesley	13428 Maxella Avenue	Marina Del Rey, Ca 90292	310 836-6512		NON-MINORITY	F
EMA CONSULTANTS	Angeles, Evelyne M.	3765 Valleylights Drive	Pasadena, Ca 91107	626 673-5241		HISPANIC	F
ENCARNACION GUTIERREZ CONSTRUCTION	Gutierrez, Encarnacion	290 N. Madison Ave. #307	Pasadena, Ca 91101	510 541-7109		HISPANIC	M
ENGINEERING MANAGEMENT CONSULTING	Aminian, Michael	6 Slate Springs	Coto De Caza, Ca 92679	949 842-8600		NON-MINORITY	M

FIRM	CONTACT	ADDRESS	CITY, STATE ZIP	PHONE	EMAIL	ETHNICITY	M/F
EPIC LAND SOLUTIONS, INC	Rockwell, Holly	2601 Airport Drive, Suite 115	Torrance, Ca 90505	310 626-4848		NON-MINORITY	F
ESTWICK AND ASSOCIATES	Estwick, Alexis	4209 Via Arbolada #335	Los Angeles, Ca 90042	213 225-3306		HISPANIC	F
FOCUSED RESOURCES	Coughlin, Rose	330 Arden Avenue #220	Glendale, Ca 91203	818 768-9430		NON-MINORITY	F
FRANCIS CONSULTING	Francis, Linda	9312 Tritt Circle	Villa Park, Ca 92861	714 401-0137		NON-MINORITY	F
FUNDAMENT & ASSOCIATES	Fundament, Paulo F.	26 Executive Park Suite 100	Irvine, Ca 92614	949 251-1131		HISPANIC	M
G C TECH, INC. (GARDNER CONSULTING PLANNERS)	Gardner, Emile	417 S. Hill St. #203	Los Angeles, Ca 90013	213 833-5910		AFRICAN AMER	F
GAIL CHARLES CONSULTING SERVICES	Charles, Gail	33655 Wild Horse Way	Yucaipa, Ca 92399	909 797-0672		AFRICAN AMER	F
GCAP SERVICES, INC.	Salcedo, Jr., Edward	3525 Hyland Ave, #260	Costa Mesa, Ca 92626	714 800-1795		HISPANIC	M
GK & ASSOCIATES	Khan, Ghazala	3333 Brea Canyon Rd. Ste. 120	Diamond Bar, Ca 91765	909 595-1940		ASIAN SUB	F
GLOBAL BUSINESS SOLUTIONS, INC.	Carlin, Johnnie R.	600 Anton Blvd, 11th Floor	Costa Mesa, Ca 92626	408 390-4710		HISPANIC	M
GLOBAL GEO-ENGINEERING,INC	Upasani, Mohan B.	3 Corporate Park, Suite 270	Irvine, Ca 92606	949 221-0900		ASIAN PAC	M
GONZALES, SUAREZ & ASSOCIATES, INC.	Gonzales, Dionicio "Dee"	615 N. Euclid Ave., #111	Ontario, Ca 91786	909 988-3090		HISPANIC	M
H HENDY ASSOCIATES	Dunn, Marilyn	4770 Campus Drive, Suite 100	Newport Beach, Ca 92660	949 851-3080		NON-MINORITY	F
HERSON GO, P.E.	Go, Herson	1 Sandpebble	Irvine, Ca 92603	949 735-9816		ASIAN PAC	M
HIGGINSWORKS, LLC	Higgins, Tasha	2908 W. 133rd Street	Gardena, Ca 90249	310 993-3844		AFRICAN AMER	F
I D C CONSULTING ENGINEERS, INC	Wu, Xiaoyun	300 S Harbor Blvd Ste 710	Anaheim, Ca 92805	714 520-9070		ASIAN PAC	F
IBEXWORLD, INC.	Thomas, Beverly	4147 Leimert Blvd.	Los Angeles, Ca 90008	213 712-6551		AFRICAN AMER	F
INFINITY BUSINESS SOLUTIONS	Otieno, Lily	7372 Walnut Avenue, Suite A	Buena Park, Ca 90620	714 670-8941		AFRICAN AMER	F
INSIGHT STRATEGIES, INC.	Teri Fisher,	2340 Plaza Del Amo, Suite 205	Torrence, Ca 90501	310 783-9263		NON-MINORITY	F
INTEGRATED ENGINEERING MANAGEMENT	Behjat Khatib-Zanjani,	302 W 5th Street, Ste 207	San Pedro, Ca 90731	310 221-0749		NON-MINORITY	F
INTEGRATED ENTERPRISE SOLUTIONS	Stotelmyre, Lisa	1125 Berenice Drive	Brea, Ca 92821	562 694-8132		NON-MINORITY	F
INTUEOR CONSULTING, INC.	Malireddy, Sreeni	7700 Irvin Center Drive, Suite 470	Irvin, Ca 92618	949 466-5663		ASIAN SUB	M
J A D & ASSOCIATES, LLC	Nijland, Albert	603 Park Center Drive #106	Santa Ana, Ca 92705	714 577-1102		ASIAN PAC	M
J HERNANDEZ CONSULTING	Hernandez, Joseph R.	1892 E Altadena Dr	Altadena, Ca 91001	626 791-5070		HISPANIC	M
JNG SOLUTIONS, INC.	Dato, Gregory	5419 Luis Drive,	Agoura Hills, Ca 91301	818 692-6726		HISPANIC	M
K Y M S CONSULTING	Mosley, Kimberly	6849 Joy Street	Chino, Ca 91710	909 851-6299		AFRICAN AMER	F
KRS EDSTROM	Edstrom, Kris	3674 Barham Blvd #L315	Los Angeles, Ca 90068	323 851-8623		NON-MINORITY	F
KZABA ENGINEERING, INC.	Husain, Abunnasr	7416 Rutledge Ct.	Rancho Cucamonga, Ca 91730	909 285-4586		ASIAN SUB	M
LA DESIGN GROUP	Shantiyai, Fariba	2400 Indian Creek Road	Diamond Bar, Ca 91765	909 860-1010		NON-MINORITY	F
LANGFORD & CARMICHAEL, INC.	Clark, Linda	4422 Laurelgrove Avenue,	Studio City, Ca 91604	310 902-1877		ASIAN PAC	F
LENAX CONSTRUCTION SERVICES, INC.	Zeetser, Yelena	3700 Wilshire Blvd. Suite # 560	Los Angeles, Ca 90010	213 637-9146		NON-MINORITY	F
LESLIE K SCOTT CONSULTING SERVICES	Leslie K. Scott,	4267 Marina City Drive #912	Marina Del Rey, Ca 90292	310 822-3895		ASIAN PAC	F
LEW & ASSOCIATES	Watson, Lisa Elzy	3806-F Dunford Lane	Los Angeles, Ca 90305	310 419-4181		AFRICAN AMER	F
LKG-CMC, INC	Mcclure, Kathy A.	130 S. Jackson St, Ste 200	Glendale, Ca 91205	818 844-0800		NON-MINORITY	F
LOTUS CONSULTING ENGINEERS, INC.	Raghavan, Jayanthi	3825 S. Birch Street	Santa Ana, Ca 92707	949 768-4466		ASIAN SUB	F
MAGNUS & CO., INC.	Smith, Carolyn	87 N Raymond Ave, Ste 600	Pasadena, Ca 91103	626 744-0711		NON-MINORITY	F
MANAGEMENT CONSULTING FOR INFRASTRUCTURE, LLC	Vajdani, Sima	515 S. Flower St. #3600	Los Angeles, Ca 90071	714 642-1220		NON-MINORITY	F
MAROON SOCIETY, INC.	Shah, Nisha	1059 Tia Juana Street	Laguna Beach, Ca 92651	310 479-3411		ASIAN SUB	F
MASTEK INC	Soto, Miguel	1644 S. Adalia Ave	Hacienda Heights, Ca 91745	626 723-4986		HISPANIC	M

FIRM	CONTACT	ADDRESS	CITY, STATE ZIP	PHONE	EMAIL	ETHNICITY	M/F
MAYNARD CONSULTING SERVICES, INC.	Maynard, Barbara	46 E. Peninsula Center Drive #389	Rolling Hills Estate, Ca 90274	213 387-0780		NON-MINORITY	F
MCDOWELL & ASSOCIATES	Mcdowell, William	4029 Marion Way	Long Beach, Ca 90807	562 201-0027		AFRICAN AMER	M
MEADOWS CONSULTING	Meadows, Karen	2471 West 7th Street	San Bernardino, Ca 92410	909 884-1985		NON-MINORITY	F
MEARNS CONSULTING LLC	Mearns, Susan	738 Ashland Avenue	Santa Monica, Ca 90405	310 396-9606		NON-MINORITY	F
MEGAN M. DOHERTY AND ASSOCIATES	Megan M. Doherty,	29 Rainbow Falls	Irvine, Ca 92612	949 737-6776		NON-MINORITY	F
NATION WIDE CASE MANAGEMENT SERVICES	Sally Ann Swenson,	P.O. Box 6146	Laguna Niguel, Ca 92697	949 496-9403		NON-MINORITY	F
NUNTIO CONSULTING	Thrift, Susan K.	137 N. Larchmont Blvd., #258	Los Angeles, Ca 90004	323 684-5106		ASIAN PAC	F
OKAPI ARCHITECTURE, INC.	Wang, Ying	1019 Green Lane	La Canada, Ca 91011	818 726-4825		ASIAN PAC	F
P M CHESTANG	Chestang, Phyllis M.	2271 N. Lake Ave. #6489	Altadena, Ca 91003	626 590-1047		AFRICAN AMER	F
P. DOWELL & ASSOCIATES	Penn, Pamela	10603 Rose Circle	Cerritos, Ca 90703	562 461-2133		AFRICAN AMER	F
PACIFIC PLANNING GROUP, INC.	Blankenzee, Karen	23412 Moulton Parkway, Suite 140	Laguna Hills, Ca 92653	949 465-8290		NON-MINORITY	F
PAN ENGINEERING ASSOCIATES	Pan, Susan	6030 Caledonia Court	Oak Park, Ca 91377	805 479-2108		ASIAN PAC	F
PARAGON ENGINEERING & MANAGEMENT, LLC	Walker, Ethelinda	11601 Wilshire Blvd. #500	Los Angeles, Ca 90025	310 492-5170		ASIAN PAC	F
PERCEPTIVE ENTERPRISES	Adams, Joseph	844 Colorado Blvd., # 204	Los Angeles, Ca 90041	323 254-5000		AFRICAN AMER	M
PLANNING PLUS/P+	Doran-Traxler, Melanie	2701 Prospect Avenue	La Crescenta, Ca 91214	818 248-7158		NON-MINORITY	F
POWER MC LLC	Isa, Dean	15056 Calle Verano	Chino Hills, Ca 91709	909 730-0015		ASIAN PAC	M
POWER-TECH ENGINEERS, INC.	Rojas, Victor M.	355 S. Lemon Ave., Ste. A	Walnut, Ca 91789	909 595-5314		HISPANIC	M
PROJECT & COST MANAGEMENT	Gray, Valerie	20929 Ventura Blvd. #47-347	Woodland Hills, Ca 91364	818 995-7172		ASIAN PAC	F
PROJECT CONTROL CONSULTING, INC.	Grant, Laura Corrine	27431 Cenajo Street	Mission Viejo, Ca 92691	310 514-4971		NON-MINORITY	F
PROJECT PARTNERS, INC.	Look, Kimo	18301 Von Karman Street, Ste. 340	Irvine, Ca 92612	949 852-9300		ASIAN PAC	M
QUINN WILLIAMS, LLC	Williams, Katherine	1230 Princeton St. #7	Santa Monica, Ca 90403	703 786-8646		NON-MINORITY	F
R E M ENGINEERING COMPANY, INC,	Milton Jr, Robert E.	1575 North Lake Ave., # 100	Pasadena, Ca 91104	626 296-7200		AFRICAN AMER	M
RAMOS CONSULTING SERVICES, INC.	Ramos, Armando	2275 Huntington Drive #448	San Marino, Ca 91108	626 905-4888		HISPANIC	M
RED ENGINE CONSULTING LLC	Baker, Danielle	4321 Laurelcanyon Blvd # 206	Studio City, Ca 91604	818 480-0578		AFRICAN AMER	F
REDFERN & ASSOCIATES	Redfern, Carol P.	2325 Teasley Street	La Crescenta, Ca 91214	818 248-8593		NON-MINORITY	F
REYNAUD E. MOORE & ASSOCIATES, INC.	Reynaud E. Moore,	4401 W. Slauson Avenue, Suite 200	Los Angeles, Ca 90043	323 735-2203		AFRICAN AMER	M
S R D ARCHITECTS, INC.	Desai, Shirish	3920 E. Coronado St. #201	Anaheim, Ca 92807	714 688-0212		ASIAN SUB	M
S2 ENGINEERING	Pandey, Sagar	8608 Utica Avenue	Rancho Cucamonga, Ca 91701	909 373-8240		ASIAN SUB	M
SAFETY ENVIRONMENTAL CONSULTING	Williams, Monita	10454 Artesia Bl., Ste. D	Bellflower, Ca 90706	562 804-4549		AFRICAN AMER	F
SARAH J. SIWEK & ASSOCIATES	Sarah J. Siwek,	8433 Holy Cross Place	Los Angeles, Ca 90045	310 417-6660		NON-MINORITY	F
SCHAFER CONSULTING, INC.	Newman, Sharon	34179 Golden Lantern #105	Dana Point, Ca 92629	949 388-4577		ASIAN PAC	F
SCHWEITZER & ASSOCIATES, INC.	Schweitzer, Judi	24242 Ontario Lane	Lake Forest, Ca 92630	949 387-9280		NON-MINORITY	F
SIMPLEX CONSTRUCTION MANAGEMENT, INC.	Soneja, Roger	4501 E. La Palma Ave, Ste. 220	Anaheim, Ca 92807	714 575-1148		ASIAN SUB	M
SULLIVAN INTERNATIONAL, INC.	Sullivan, Barbara	110 Pine Avenue, #910	Long Beach, Ca 90802	562 590-0512		AFRICAN AMER	F
T JOHNSON GROUP, INC	Johnson, Tamra	59 Rose Avenue, #4	Venice, Ca 90291	310 562-7890		NON-MINORITY	F
TEC MANAGEMENT CONSULTANTS INC	Coffey, Timothy	510 S La Brea Avenue	Inglewood, Ca 90301	800 509-1542		AFRICAN AMER	M
TECHCOM INTERNATIONAL CORPORATION	Katebian, Clare	11 Redondo	Laguna Niguel, Ca 92677	949 453-1900		NON-MINORITY	F
TELECOMERS	Doshi, Samir	37 Whispering Pine	Irvine, Ca 92620	714 832-8162		ASIAN SUB	M
TERI PAROLA CONSULTING	Parola, Teri	5985 Piuma Ct	Simi Valley, Ca 93063	818 970-1982		NON-MINORITY	F
THE AJAMENT PARTNERS	Jacobs, Alicia	6922 Knowlton Pl. #305	Los Angeles, Ca 90045	310 645-6996		AFRICAN AMER	F
THE DARDANELLE GROUP, INC.	Jackson, Kathleen A	106 S. Catalina Ave., Ste. A	Redondo Beach, Ca 90277	310 379-5316		NON-MINORITY	F

FIRM	CONTACT	ADDRESS	CITY, STATE ZIP	PHONE	EMAIL	ETHNICITY	M/F
THE GEERE GROUP	Geere, Stacy	25704 Lewis Way	Stevenson Ranch, Ca 91381	818 434-7633		HISPANIC	F
THE LANGE GROUP, INC.	Ortiz, Angel	600 S. Spring St., #1006	Los Angeles, Ca 90014	213 228-8920		HISPANIC	M
THE SANFORD GROUP, LLC	Sanford, Adriane	4470 W Sunset Blvd #293	Los Angeles, Ca 90027	720 309-9458		AFRICAN AMER	F
THE ZAMAN GROUP, DBA THE PAYPHONE COMPANY	Zaman, Karim	1625 W. Vernon Avenue	Los Angeles, Ca 90062	323 596-4690		AFRICAN AMER	M
THIRDWAVE CORPORATION	Hernandez, Sergio	11400 W. Olympic Blvd., Suite 200	Los Angeles, Ca 90064	310 914-0186		HISPANIC	M
URBAN ASSOCIATES, INC.	Carrillo, Pedro	5800 South Eastern Avenue, Suite 260	Commerce, Ca 90040	213 327-0858		HISPANIC	M
V & A, INC.	Valle, Jose	530 S. Hewitt St. #121	Los Angeles, Ca 90013	626 715-2825		HISPANIC	M
VANDERMOST CONSULTING SERVICES, INC.	Vandermost, Julie	30900 Rancho Viejo Road #100	San Juan Capistrano, Ca 92675	949 489-2700		NON-MINORITY	F
VERONICA PEREZ & ASSOCIATES	Perez, Veronica	325 W 8th Street, #502	Los Angeles, Ca 90014	213 221-7161		HISPANIC	F
VIRGINKAR & ASSOCIATES, INC	Virginkar, Arun M.	3350 E. Birch St., Suite 101	Brea, Ca 92821	714 993-1000		ASIAN SUB	M
WHALE WATCHIN' ENTERTAINMENT, INC.	Johnson-Whaley, Stacey	2121 Valderas Drive #90	Glendale, Ca 91208	323 717-8071		AFRICAN AMER	F
WHITE SAND CONSULTANTS, INC.	White, Claudia	P.O. Box 246	Trabuco Canyon, Ca 92678	949 713-9797		AFRICAN AMER	F
WIERCIOCH STRATEGIC COMMUNICATIONS, LLC	Courtney Wiercioch,	18372 Oak Ridge Dr.	Santa Ana, Ca 92705	714 665-1906		NON-MINORITY	F
YOUNG ENGINEERS & CONTRACTORS	Young, John	21060 Running Branch Rd.	Diamond Bar, Ca 91765	909 860-2881		ASIAN PAC	M
ZUMA ENGINEERING AND RESEARCH	Wilson, Gary	2236 Hillsboro Avenue	Los Angeles, Ca 90034	310 480-9779		AFRICAN AMER	M

541820 - Public Relations Agencies

82

1 PLUS ONE MANAGEMENT, INC.	Smith, Jerold	2615 Pacific Coast Hway, # 218	Hermosa Beach, Ca 90254	310 798-8404		AFRICAN AMER	M
ALLEGRA CONSULTING INC	Madison, Suzanne	160 E. Loma Alta Drive	Altadena, Ca 91001	626 227-7165		NON-MINORITY	F
ANCON COMMUNICATIONS; ANCON PUBLIC RELATIONS & MARKETING	Burgos, Yanka	253 Conway Avenue	Los Angeles, Ca 90024	310 392-4882		HISPANIC	F
ARAS ENTERPRISES, INC.	Barbarena, Gabrieal	6001 Friends Avenue	Whittier, Ca 90601	562 696-8196		HISPANIC	F
ARELLANO ASSOCIATES, LLC	Arellano, Genoveva	5851 Pine Avenue	Chino, Ca 91709	909 627-2974		HISPANIC	F
BARRIOS & ASSOCIATES, LLC DBA COMMUNICATIONS LAB	Barrios, Arianna	25 Orchard #250	Lake Forest, Ca 92866	949 215-5539		HISPANIC	F
BASIC (BROTHERS AND SISTERS IN COMMUNICATION)	Martin, Janice	3938 S. Van Ness Ave.	Los Angeles, Ca 90062	323 290-0567		AFRICAN AMER	F
BAUMANCURRY & CO.	Curry, Janet	5855 Green Valley Circle,	Culver City, Ca 90230	323 525-0559		AFRICAN AMER	F
BEACON MANAGEMENT GROUP	Shamim, Susanna	711 E. Walnut Street,	Pasadena, Ca 91101	626 799-7924		ASIAN SUB	M
BETTER WORLD GROUP, INC., THE	James, Wendy	150 E. Olive Ave. #211	Burbank, Ca 91502	818 563-9111		NAT AM	F
BOWEN AND ASSOCIATES	Bowen, La Ronda	1070 N Mentor Avenue	Pasadena, Ca 91104	310 989-4383		AFRICAN AMER	F
BRASFIELD & ASSOCIATES MARKETING	Brasfield, Giovanna	1997 E. Canova Lane	Compton, Ca 90221	310 863-5083		AFRICAN AMER	F
BROADCAST INK COMMUNICATIONS	Benoit, Sharon M.	4919 Ramsdell Avenue	La Crescenta, Ca 91214	818 957-0913		NON-MINORITY	F
CLC PUBLICIDAD, INC. DBA VISION	Cordoba, Carlos	4528 Stern Avenue	Sherman Oaks, Ca 91423	818 635-7318		HISPANIC	M
COLLCOMM	Collier, Aldore	1734 N. Fuller Ave., #302	Los Angeles, Ca 90046	323 969-8070		AFRICAN AMER	M
COMMUNIQUEST, INC.	Christine Eberhard-Neveaux,	2775 Tapo St., #103	Simi Valley, Ca 93063	805 577-0913		NON-MINORITY	F
CONSTRUCTIVE COMMUNITY RELATIONS (CCR)	Decriscio, Jill	27031 Vista Terrace, Suite 109	Lake Forest, Ca 92630	949 458-1114		NON-MINORITY	F
CONTRERAS SWEET ENTERPRISES LLC	Sweet, Francesca	10757 Hortense St, Ste. 117	Los Angeles, Ca 91602	213 798-6069		HISPANIC	F
CONVERGENZ	Kimberly King-Burns,	2606 W. Verdugo Ave	Burbank, Ca 91505	818 761-5688		NON-MINORITY	F
CROSSROADS SERVICES	Arias, Kathleen	419 N. Larchmont Blvd., #85	Los Angeles, Ca 90004	323 664-1143		NON-MINORITY	F

FIRM	CONTACT	ADDRESS	CITY, STATE ZIP	PHONE	EMAIL	ETHNICITY	M/F
DAKOTA COMMUNICATIONS	Clark, Nicole	11845 W. Olympic Blvd,	Los Angeles, Ca 90064	310 815-8444		AFRICAN AMER	M
DAVID LANG & ASSOCIATES	Lang, David	10501 Valley Blvd. #1104	El Monte, Ca 91731	213 393-2151		ASIAN PAC	M
DEL RICHARDSON & ASSOCIATES, INC.	Richardson, Delbra	510 S. La Brea Ave.	Inglewood, Ca 90301	310 645-3729		AFRICAN AMER	F
DIANA HO CONSULTING GROUP	Ho, Diana Y.T.	4712 Admiralty Way # 236	Marina Del Rey, Ca 90292	310 344-5556		ASIAN PAC	F
EVERFIELD CONSULTING, LLC	Dorsey, Delbara	2075 W. 235th Place	Torrance, Ca 90501	310 251-7165		AFRICAN AMER	F
FOOTHILLS STRATEGY GROUP LLC	Ruano, Araceli	891 Adelaide Drive	Pasadena, Ca 91104	626 422-5052		HISPANIC	F
HAESE & WOOD MARKETING & PUBLIC RELATIONS	Haese, Marilyn	1801 Century Park East, #2400	Century City, Ca 90272	310 556-9612		NON-MINORITY	F
HARD HAT COMMUNICATIONS	Voran, Beverly	2662 E. 2nd Street, Unite A1	Long Beach, Ca 90803	562 438-1294		NON-MINORITY	F
IGUS SIMON & ASSOCIATES, INC.	Igus, Toyomi	4721 Coolidge Avenue	Culver City, Ca 90230	310 351-0815		AFRICAN AMER	F
IMPRENTA COMMUNICATIONS GROUP, INC.	Grisby, Mark	300 South Raymond Avenue, Suite 9	Pasadena, Ca 91105	626 300-6620		ASIAN PAC	M
J HERNANDEZ CONSULTING	Hernandez, Joseph R.	1892 E Altadena Dr	Altadena, Ca 91001	626 791-5070		HISPANIC	M
J-U CARTER, INC	Carter, Donna	215 Calle Roca Vista	San Clemente, Ca 92672	949 852-5960		NON-MINORITY	F
JIN WOO COMMUNICATIONS	Annie Cho,	19360 Rinaldi Street #509	Northridge, Ca 91326	818 903-7052		ASIAN PAC	F
KANDI REYES & ASSOCIATES	Kandi Reyes,	2425 Colorado Ave., Ste. 180	Santa Monica, Ca 90404	310 451-9780		HISPANIC	F
KATHERINE PADILLA & ASSOCIATES	Padilla, Katherine	440 Tamarac Drive	Pasadena, Ca 91105	323 258-5384		HISPANIC	F
KENNEDY COMMUNICATIONS	Kennedy, Maria Elena	9042 Camillia Ct	Rancho Cucamonga, Ca 91737	909 527-3095		HISPANIC	F
LAGRANT COMMUNICATIONS	Hunter, Kim L.	600 Wilshire Blvd, Ste. 1520	Los Angeles, Ca 90017	323 469-8680		AFRICAN AMER	F
LAW OFFICES OF JOHN W. HARRIS & ASSOCIATES	Harris, John	865 S. Figueroa St. #2750	Los Angeles, Ca 90017	213 489-9833		AFRICAN AMER	M
LEE ANDREWS GROUP INC	David-Park, Katherine	818 W. 7th St. #750	Los Angeles, Ca 90071	213 891-2965		HISPANIC	F
LESLIE K SCOTT CONSULTING SERVICES	Leslie K. Scott,	4267 Marina City Drive #912	Marina Del Rey, Ca 90292	310 822-3895		ASIAN PAC	F
LVB CENTAUR NORTH, INC.	,	700 N. Alameda St. Ste. 111	Los Angeles, Ca 90012	213 628-9300		HISPANIC	M
MAGNUS & CO., INC.	Smith, Carolyn	87 N Raymond Ave, Ste 600	Pasadena, Ca 91103	626 744-0711		NON-MINORITY	F
MANDEVILLE GROUP, LLC	Burke, Autumn	5711 Slauson Avenue, Ste 120	Culver City, Ca 90230	310 633-7717		AFRICAN AMER	F
MARBELLA MANAGEMENT, INC	Chaves, Nora	3708 The Strand	Manhattan Beach, Ca 90266	310 502-5091		HISPANIC	F
MARKETING MAVEN PUBLIC RELATIONS, INC.	Carnett, Lindsey	1203 Flynn Road #160	Camarillo, Ca 93012	310 994-7380		AFRICAN AMER	F
MAYNARD CONSULTING SERVICES, INC.	Maynard, Barbara	46 E. Peninsula Center Drive #389	Rolling Hills Estate, Ca 90274	213 387-0780		NON-MINORITY	F
MBI MEDIA	Mccormick, Mary	957 S Village Oaks Drive	Covina, Ca 91724	626 967-1510		NON-MINORITY	F
MCCARTER LEGAL SERVICES	Mccarter, Keith Shondell	16926 Fern St	Fontana, Ca 92336	909 999-5835		AFRICAN AMER	M
MINDY F BERMAN COMMUNICATIONS	Berman, Mindy	10161-1 Larwin Avenue	Chatsworth, Ca 91311	310 200-6980		NON-MINORITY	F
MURAKAWA COMMUNICATIONS, INC.	Murakawa, Trisha	2110 Artesia Blvd. #354	Redondo Beach, Ca 90278	310 376-2236		ASIAN PAC	F
N T S CREATIVE GROUP	Nuno, Jorge	180 E. 35th St.	Los Angeles, Ca 90011	323 235-8905		HISPANIC	M
OPPORTUNITY MARKETING GROUP	Bennett, Janice	5304 Senford Avenue	Los Angeles, Ca 90056	310 641-6553		AFRICAN AMER	F
OSCHIN PARTNERS, INC.	Oschin, Francine	16060 Ventura Blvd. #105-329	Encino, Ca 91436	818 907-1130		NON-MINORITY	F
PADILLA & ASSOCIATES, INC.	Padilla, Patricia	211 E. City Place Drive	Santa Ana, Ca 92705	714 577-5340		HISPANIC	F
PERCEPTIVE ENTERPRISES	Adams, Joseph	844 Colorado Blvd., # 204	Los Angeles, Ca 90041	323 254-5000		AFRICAN AMER	M
PREMIS COMMUNICATIONS	Thornton, Paulette	3766 Crestway Place	Los Angeles, Ca 90043	323 295-0642		AFRICAN AMER	F
PS89 PRODUCTIONS LLC	Garcia, Edward	22 Saint Georges Court	Coto De Caza, Ca 92679	949 232-3220		HISPANIC	M
RDZIGNS	Blankenzee, Pam	100 N Brand Blvd., #416	Glendale, Ca 91203	818 539-2209		NON-MINORITY	F
READY FOR MEDIA	90265-,	18842 Pacific Coast Highway	Malibu, Ca 90265	310 456-6857		NON-MINORITY	F

FIRM	CONTACT	ADDRESS	CITY, STATE ZIP	PHONE	EMAIL	ETHNICITY	M/F
RED GATE COMMUNICATIONS	Hutton-Wise, Fiona J.	13039 Ventura Blvd	Studio City, Ca 91604	818 508-1986		NON-MINORITY	F
RL PUBLIC RELATIONS & MARKETING, INC.	Sahyoun, Noha	1900 Avenue Of The Stars, Suite 288	Century City, Ca 90067	310 266-8600		HISPANIC	F
ROSS GROUP, INC., THE	Ross, Armen	1861 Buckingham Road	Los Angeles, Ca 90036	323 712-5800		AFRICAN AMER	M
ROY WILLIS & ASSOCIATES, INC.	Willis, Leroy Amos	21 Via Marina Court #6	Marina Del Rey, Ca 90292	415 515-6856		AFRICAN AMER	M
SAESHE	Yu, Young	1055 W. 7th St., Suite 2150	Los Angeles, Ca 90017	213 683-2108		ASIAN PAC	F
SAUCEDO PROFESSIONAL GROUP, INC.	Saucedo, Silvia	9720 Wilshire Blvd. 5th Fl.	Beverly Hills, Ca 90212	323 243-4556		HISPANIC	F
SIERRA GROUP, THE	Barrantes, Rebecca	6755 Bright Ave. Suite A-B	Whittier, Ca 90601	562 696-1800		HISPANIC	F
T & T PUBLIC RELATIONS, INC.	Tucker, Phyllis	24325 Crenshaw Blvd. #268	Torrance, Ca 90505	310 874-2329		HISPANIC	F
THE CARTER AGENCY	Carter, Ron	1015 N. Lake Avenue, Suite 204	Pasadena, Ca 91104	626 345-1413		AFRICAN AMER	M
THE FIERRO GROUP	Fierro, Evelyn	461 W. 6th St., #200	San Pedro, Ca 90731	310 548-6028		HISPANIC	F
THE GEERE GROUP	Geere, Stacy	25704 Lewis Way	Stevenson Ranch, Ca 91381	818 434-7633		HISPANIC	F
THE MONARCH AGENCY	Gonzalez, Loren	10573 W. Pico Blvd. #124	Los Angeles, Ca 90064	323 790-0480		HISPANIC	F
THE MORCOS GROUP	Morcos, Beata Draga	848 S. Ridgeley Drive	Los Angeles, Ca 90036	213 605-8624		NON-MINORITY	F
THE ROBERT GROUP, INC.	Robert, Christine	3108 Los Feliz Blvd.	Los Angeles, Ca 90039	323 669-9300		AFRICAN AMER	F
THOMAS COMMUNICATIONS GROUP, LLC	Thomas, Barbara	20532 El Toro Road #210-A	Mission Viejo, Ca 92692	949 455-4600		NON-MINORITY	F
TURNER & ASSOCIATES / LAW OFFICES OF CHERYL TURNER	Turner, Cheryl	445 S. Figueroa St. #2700	Los Angeles, Ca 90071	213 482-2248		AFRICAN AMER	F
TURNING POINT COMMUNICATIONS	Means, Patricia	4025 S. Bronson	Los Angeles, Ca 90006	323 300-4038		AFRICAN AMER	F
URBAN ASSOCIATES, INC.	Carrillo, Pedro	5800 South Eastern Avenue, Suite 260	Commerce, Ca 90040	213 327-0858		HISPANIC	M
URBAN SOLUTIONS, LLC	Goldman, Morrie	235 S. San Pedro Street	Los Angeles, Ca 90012	213 689-4745		HISPANIC	M
VERONICA PEREZ & ASSOCIATES	Perez, Veronica	325 W 8th Street, #502	Los Angeles, Ca 90014	213 221-7161		HISPANIC	F
WIERCIOCH STRATEGIC COMMUNICATIONS, LLC	Courtney Wiercioch,	18372 Oak Ridge Dr.	Santa Ana, Ca 92705	714 665-1906		NON-MINORITY	F
WRITER FOR HIRE PAT KRAMER	Kramer, Pat	10853 Parr Avenue	Sunland, Ca 91040	818 353-5699		NON-MINORITY	F
ZELDESIGN DBA ZHA-HARRISON ASSOCIATES	Harrison, Zelda	5755 Monte Vista	Los Angeles, Ca 90040	310 291-2436		AFRICAN AMER	F

Grand Total of Counts : **797**

SECTION 2 – CONTRACT DOCUMENTS

This page is intentionally blank

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

CONTRACT NO. RFP NO. PS11357

METRO BIKESHARE

FIRM FIXED PRICE CONTRACT

BETWEEN

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

AND

_____

(NAME OF CONTRACTOR TO BE FILLED IN AT TIME OF AWARD)

TO BE FILLED IN AT TIME OF AWARD

EFFECTIVE DATE

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
FIRM FIXED PRICE CONTRACT

CONTRACT NO: RFP NO. PS11357

Between

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY
ONE GATEWAY PLAZA
LOS ANGELES, CA 90012-2952

and

(NAME OF CONTRACTOR TO BE FILLED IN AT TIME OF AWARD)

METRO BIKESHARE

This Contract is entered into by and between the Los Angeles County Metropolitan Transportation Authority (Metro), and _____ (Contractor).

In consideration of the mutual covenants of the parties as set forth below, the parties hereby agree as follows:

ARTICLE I: CONTRACT DOCUMENTS ORDER OF PRECEDENCE

A. This Contract includes this Form of Contract and the other following Contract Documents and Attachments, which are incorporated herein and made a part of this Contract.

B. Except as otherwise specified herein, in the event of any conflict, the precedence of the Contract Documents shall be as follows:

1. Form of Contract
2. Regulatory Requirements, (Pro Form 039, Dated 11/2/09)
3. Special Provisions, (Pro Form 089, Dated 12/3/14)
4. General Conditions, (Pro Form 038, Dated 12/3/14)
5. Compensation and Payment Provisions, Firm Fixed Price, (Pro Form 040, Dated 8/23/13)
6. Statement of Work (SOW 1357, Dated 12/15/14)

C. An Amendment or Change to this Contract shall take its precedence from the term it amends. All other documents and terms and conditions shall remain unchanged.

ARTICLE II: DEFINITIONS

Capitalized terms, abbreviations and symbols used in this Contract are defined in the Article in the General Conditions entitled GLOSSARY OF TERMS. Additional terms may be defined in the Special Provisions or the Statement of Work.

ARTICLE III: WORK TO BE PERFORMED

Contractor shall perform the Work as is more fully described in the Statement of Work (see Exhibit B).

ARTICLE IV: COMPENSATION

A. Contract Price

In consideration of the Contractor's full performance of the Work, and in accordance with the terms of the Contract, Metro will pay the Contractor the Contract Price of $_____ as provided in this Article and in the Contract Document entitled Compensation and Payment Provisions.

B. Payment Schedule

Except as otherwise expressly provided, the Contract Price shall be paid to the Contract Price shall be paid to the Contractor based upon the Pricing Form attached herein to as Exhibit C.

C. Applications for Progress Payments [i.e., billing milestones/monthly progress payments, this is a negotiated term]

All Applications for Progress Payments shall be submitted in writing in accordance with the Contract Documents entitled COMPENSATION AND PAYMENT AND THE SPECIAL PROVISIONS, as applicable, and delivered or mailed to Metro as follows:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P.O. Box 512296
Los Angeles, CA 90051-0296
Contract No. **RFP No. PS11357**

D. Final Payment

The Application for Final Payment shall be marked **FINAL** and a copy sent to Metro's Authorized Representative.

E. Effective January 1, 2009, Metro started payment of invoices via Electronic Funds Transfer (EFT) which guarantees faster payments and is a more secure and efficient way to make payments. If you have not already done so, you will be required to sign up for EFT, unless you request a waiver in writing. Please call (213) 922-6811, then press option # 7 for EFT forms.

ARTICLE V: CONTRACT TERM AND PERIOD OF PERFORMANCE

The Effective Date of this Contract is **(insert date)**. The Period of Performance of this Contract shall begin on **[insert either the Effective Date or the date set forth in the Notice to Proceed]** (hereinafter "Commencement Date"). Contractor shall complete all Work under the Contract within _____ calendar days after the Commencement Date, unless this Contract is terminated earlier or extended by Metro, in writing, as provided in the Contract.

ARTICLE VI: LIMITATION OF FUNDS

Funding for this Contract is based upon the availability of funds determined by Metro's fiscal budget, which runs from July 1 through June 30 of each fiscal year. If funding is not approved for any subsequent fiscal year during which this Contract is in effect, Metro will issue a stop work notice.

ARTICLE VII: ENTIRE AGREEMENT

This Contract includes this Form of Contract, all other Contract Documents incorporated pursuant to Article I herein, and all Attachments and other documents incorporated herein by inclusion or by reference, and constitutes the complete and entire agreement between Metro and Contractor and supersedes any prior representations, understandings, communications, agreements or proposals, oral or written.

CONTRACTOR NAME
PHYSICAL ADDRESS
EMAIL ADDRESS
PHONE NUMBER

_____
SIGNATURE OF AUTHORIZED OFFICIAL

BY:_____
(PRINT OR TYPE NAME)

_____
TITLE

_____
DATE

TAX ID NO.: _____

LOS ANGELES COUNTY
METROPOLITAN
TRANSPORTATION AUTHORITY

ARTHUR T. LEAHY
CHIEF EXECUTIVE OFFICER

BY:_____

_____
DATE

APPROVED AS TO FORM
MARK J. SALADINO
COUNTY COUNSEL

BY: _____
DEPUTY

EXHIBIT A – INSURANCE REQUIREMENTS

The insurance coverage identified in this Section shall be provided by the Contractor in support of Metro Bikeshare. Coverage shall remain in effect from Notice to Proceed (NTP) and shall remain in effect through conclusion of the requirements to operate and maintain the system, except as indicated in the following provisions. The program of insurance is to be maintained by the Contractor and evidenced as described in the following provisions. Coverage required in support of the project is as follows:

(a) Commercial General Liability Insurance. -- The Contractor shall provide commercial general liability broad form coverage (for bodily injury, property damage, personal injury and advertising injury) written on an occurrence form that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form CG 00 01 07 98. Such insurance shall include, by its terms or appropriate endorsements, coverage for bodily injury, property damage, fire legal liability (not less than the replacement value of the portion of the premises occupied), personal injury, blanket contractual, independent contractors, premises operations, products and completed operations and broad form property damage. This coverage shall have a minimum limit of $1 million per occurrence, $2 million general annual aggregate and $2 million products/completed operations aggregate. The Contractor shall maintain the products and completed operations coverage for a period of five (5) years following completion of the term of this agreement and any subsequent extensions. All other commercial general liability insurance shall remain in-force through the expiration of the period of performance for this agreement. If commercial general liability insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately to the Project, or the Contractor may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of the Contractor; any such excess insurance shall be at least as broad as the Contractor's primary insurance. The Contractor shall be the Named Insured and each of the Indemnified Parties shall be additional insureds (without exclusions) with respect to liability arising out of the acts or omissions of the Contractor or any Contractor-Related Entity. The required limits can be satisfied by a combination of a primary policy and an excess policy.

(b) Workers' Compensation and Employer's Liability Insurance. -- The Contractor shall provide workers' compensation insurance in conformance with the laws of the State of California, and employer's liability insurance (or bodily injury or disease) with minimum limits of $1 million per accident for bodily injury by accident, $1 million per employee for bodily injury by disease, and $1 million policy limit for bodily injury by disease. The Contractor shall be the named insured on these policies. The workers' compensation policy shall contain the following endorsements:

(1) A voluntary compensation endorsement.

(2) An alternative employer endorsement.

(3) An endorsement extending coverage to all states operations on an "if any" basis.

(4) Coverage C: Other states' coverage, except monopolistic states.

(5) Federal Employers Liability Act Coverage (WC 00 01 01A) (if any basis).

The required limits can be satisfied by a combination of a primary policy and an excess or umbrella policy.

(c) Automobile Liability Insurance. -- The Contractor shall provide comprehensive automobile liability insurance covering the ownership, maintenance or use of all owned/leased, non-owned and hired vehicles used in the performance of the Work, including loading and unloading, with limits of not less than $1 million, combined single limit for bodily injury and property damage liability. The insurance maintained by the Contractor shall remain in-force through the expiration of the period of performance for this agreement. Coverage shall be provided on Insurance Services Office form number CA 001 (Ed. 7/97) or its equivalent. The Contractor shall be the Named Insured and the Indemnified Parties shall be additional insureds (without exclusions) with respect to liability arising out of the acts or omissions of the Contractor or any Contractor-Related Entity. The required limits can be satisfied by a combination of a primary policy and an excess policy.

(d) Excess Liability Insurance. -- The Contractor shall provide umbrella or excess liability insurance with limits not less than $10,000,000 which will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including Employer's Liability, Commercial General Liability and Commercial Automobile Liability insurance, in excess of the amounts set forth herein above.

(e) Employee Dishonesty/ Crime Coverage – The Contractor shall procure and maintain to the benefit of LACMTA, coverage in an amount not less than $2,000,000 in support of transactions related to the project. Coverage is to afford protection for any loss related to monies and securities as the result of activities of Contractor, Subcontractors and their Agents and/or employees.

(f) Electronic Data Processing/Cyber Security Coverage – The Contractor shall procure and maintain coverage in an amount not less than $2,000,000 which affords protection due to interruptions in transmission, loss of information, including breeches caused by lapses in security resulting in loss and or the compromise of data integrity.

(g) Property Coverage. – Property insurance shall be in force and effect at all times with an "all risk" policy of property insurance or equivalent covering bicycles and all improvements including all kiosks, rack systems and other supporting equipment to be utilized in the performance of the maintenance and administration of the bikeshare system. In addition, business interruption coverage shall be included to cover LACMTA for lost revenue.

(1) Minimum Coverage. -- Coverage shall be for the replacement value thereof for "all risks" of direct physical loss or damage, plus "soft cost expense cover" (including attorneys' fees and fees and other costs associated with such damage or loss and with any Government Approvals). Business interruption shall be included at a sublimit of $1,000,000 or greater.

GENERAL REQUIREMENTS APPLICABLE TO ALL

(a) Contractor's Failure to Procure. -- The Contractor's failure to procure or maintain the insurance required by this Section during the entire term of the Work shall constitute a material breach of contract. In the event of such a breach, LACMTA may exercise all available rights and remedies hereunder, including the rights to immediately suspend or terminate the Contractor, at its discretion, procure or renew such insurance to protect LACMTA and pay any and all premiums in connection therewith, and withhold or recover all monies so paid (plus interest) from the Contractor.

(b) Additional Insured Endorsement. -- Each policy, except for Workers Compensation and Professional Liability, shall name Authority, its subsidiaries, members, directors, and affiliated companies, including without limitation, LACMTA, the City of Los Angeles and their respective

officers, agents, shareholders, and employees as additional insureds (without exclusions). The additional insured endorsement for all policies shall state that the coverage provided to the additional insureds is primary and non-contributing with respect to any other insurance available to the additional insureds. The Endorsement shall include language that affords coverage for any work emanating from the Project and related facilities. The endorsement shall also contain a provision that LACMTA and the City of Los Angeles shall be notified by the insurer(s), in writing, at least thirty (30) days prior to any cancellation, non-retrieval, or material change adversely affecting the interest of the LACMTA and/or the City of Los Angeles.

(c) Waiver of Subrogation. -- The Contractor hereby waives all rights of recovery under subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason against the LACMTA and its officers, employees, subsidiaries, members, directors, agents, and affiliated companies, including without limitation, LACMTA and their respective officers, agents, shareholders, and employees, and any other Contractor or Subcontractor performing Work or rendering services on behalf of LACMTA in connection with the planning, development and construction of the Project.

(d) Additional Insurance. -- The Contractor shall, by mutual agreement with LACMTA and at LACMTA's cost, provide any additional insurance as may be required by LACMTA. The Contractor shall provide certificates of insurance evidencing any such additional insurance coverage.

(e) Deductibles. -- The Contractor shall be solely responsible for all deductibles and self-assured retentions hereunder. Any deductibles or self-insured retentions greater than $25,000 for all lines of coverage must be declared to and approved by LACMTA.

(f) Delivery of Certificates of Insurance. -- The Contractor shall submit, concurrently with its signing of this Contract, all required Insurance Certificates (and any other related documents) specified in the Contract within fourteen (14) Days of the Effective Date of the Contract. The Contractor shall not commence the Work until it receives written confirmation of acceptance by LACMTA of all required Insurance documentation.

(g) Unavailability of Required Coverages. -- If, following the execution of this Contract, the Contractor documents and demonstrates to the reasonable satisfaction of LACMTA that a specific coverage (or component of coverage) required hereunder is commercially unavailable at that time, then LACMTA will consider alternative insurance packages and programs that provide risk coverage comparable to that required, at no additional cost to LACMTA. To demonstrate that a specific coverage (or component of coverage) is "commercially unavailable", the Contractor must document, by providing a letter from Contractor's insurance broker or agency, that the Contractor has sought to obtain that coverage (or component of coverage) from insurance carriers and that the coverage (or component of coverage) either is not currently offered or that it cannot be provided at a commercially reasonable price. Such letter shall include the names of the insurance carriers and appropriate detail regarding their unwillingness to provide coverage and/or premium indications. The Contractor shall not be entitled to any increase in the Contract Price for increased costs resulting from the unavailability of coverage and the requirement to provide acceptable alternatives. LACMTA shall be entitled to a reduction in the Contract Price if it agrees to accept alternative policies providing less than equivalent coverage, with the amount to be determined by extrapolation using the insurance quotes on which the Contractor based its bid.

(h) Primary and Non-Contributory. -- The insurance coverage specified in this Article shall be primary insurance for claims covered with respect to the insureds, additional insureds, and their respective members, directors, officers, employees, agents and consultants, and shall specify that coverage continues notwithstanding the fact that the Contractor has left the Site.

Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors, officers, employees, agents and consultants shall be excess of such insurance and shall not contribute.

(i) Governmental Immunity. -- Insurance companies providing policies as required under this Article shall waive their rights to assert the immunity of the State of California as defense to any claims arising out of this Contract.

SUBCONTRACTOR INSURANCE REQUIREMENTS

The Contractor shall cause each Subcontractor to provide insurance that complies with requirements for Contractor-provided insurance set forth in the Sections entitled CONTRACTOR INSURANCE and GENERAL REQUIREMENTS APPLICABLE TO ALL INSURANCE in circumstances where the Subcontractor is not covered by the Contractor-provided insurance; provided that the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors, which determination shall be made in accordance with reasonable and prudent business practices. The Contractor shall cause each such Subcontractor to include the Indemnified Parties as additional insureds under such Subcontractor's insurance policies as required for the Contractor. The Contractor shall require each such Subcontractor to comply with all the requirements stated in the Section entitled GENERAL REQUIREMENTS APPLICABLE TO ALL INSURANCE. If requested by LACMTA, the Contractor shall promptly provide certificates of insurance evidencing coverage for each Subcontractor. LACMTA shall have the right to contact the Subcontractors directly in order to verify the above coverage.

REGULATORY REQUIREMENTS

RR-01 ADMINISTRATIVE CODE *

A. Applicability

This Article applies to all contracts.

B. Metro Administrative Code

Contractor warrants and represents that it has read and understands Title 4, Procurement, and Title 5, Ethics, of the **Metro Administrative Code** (hereinafter "Administrative Code" - available at **www.metro.net/images/MTA Administrative Code Enactment.pdf**), and will comply with each and every one of those requirements in accordance with their terms to the extent that they are applicable to contractors doing business with Metro. All definitions used in the Administrative Code are hereby incorporated herein as though fully set forth.

Without reducing or affecting its obligation to comply with any and all provision of the Administrative Code, as applicable, Contractor specifically warrants, represents and covenants that it will:

1. Comply with:

   a. Chapter 5-20, Contractor Code of Conduct;

   b. Chapter 5-25, Lobbying the Metro; and

   c. Chapter 5-35, Metro Conflict of Interest Code, and

2. Not induce, attempt to induce, or solicit:

   a. Board members to violate Chapter 5-10;

   b. Metro employees to violate Chapter 5-15;

   c. Metro Financial employees to violate Chapter 5-30: or

   d. Either Board members, Metro employees or Metro Financial employees to violate any other provision of the Administrative Code.

C. Compliance with §§1090 et. seq. and §§87100 et. seq. of the California Government Code

Contractor shall comply with all applicable provisions of §§1090 et. seq. and §§87100 et. seq. of the California Government Code. Without reducing or affecting its obligation to comply with any and all of said provisions, Contractor specifically covenants:

1. Contractor shall not cause or permit any member, officer, or employee of Metro to have any financial interest in the Contract;

2. Contractor shall not enter into any Subcontract involving services or property with a person or business prohibited from transacting such business with Metro;

3. Contractor warrants and represents that to its knowledge no Board member, officer, or employee of Metro has any interest, whether contractual, non-contractual, financial or otherwise, in this Contract, or in the business or any other contract or transaction of the Contractor or any Subcontractor and that if any such interest comes to Contractor's knowledge at any time, Contractor shall make a full and complete disclosure of all such information in writing to Metro.

D. Campaign Contributions

Neither Contractor nor its Agents shall give or offer to give any campaign contribution to any member of Metro's Board of Directors in violation of the California Government Code §§84300 et seq or of the Administrative Code. Contractor shall submit a Certification of Campaign Contributions with all COs of two hundred thousand dollars ($200,000) or more.

E. Environmental Management System (EMS) Policy

Contractor represents that during the performance of the Contract it will assist Metro in achieving the principles of Metro's EMS Policy, available at **Environmental Management System (EMS) Policy** and Contractor further commits that it shall adhere to the applicable EMS Policy principles in its choice of means and methods in the performance of the Work.

RR-02 DISCRIMINATION *

A. Applicability

This Article applies to all contracts.

B. In connection with the performance of Work provided for under this Contract, Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation, or age, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State or local laws.

RR-03 WHISTLEBLOWER REQUIREMENTS *

A. Applicability

This Article applies to all contracts.

B. Contractor shall not adopt any rule, regulation or policy preventing an employee from disclosing information to a government or law enforcement agency, where the employee believes the information discloses violation or noncompliance with a state or Federal regulation; nor shall Contractor retaliate against an employee for taking such actions as set forth in the California Labor Code §1101 et. seq.

RR-04 PUBLIC RECORDS ACT *

A. Applicability

This Article applies to all contracts.

B. Except as otherwise provided herein, all records, documents, drawings, plans, specifications, and all other information relating to the conduct of Metro's business, including all information and documents submitted by Contractor ("**Records**"), shall become the exclusive property of Metro and shall be deemed public records. Said Records are subject to the provisions of the California Public Records Act (Government Code §6250 et. seq.). Metro's use and disclosure of its records are governed by this Act. Metro will use its best efforts to inform the Contractor of any request for any financial records or documents marked "Trade Secret", "Confidential" or "Proprietary" provided by Contractor to Metro. Metro will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act.

C. In the event of litigation concerning the disclosure of any Records, Metro's sole involvement will be as a stakeholder, retaining the Records until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be fully responsible for any and all fees for prosecuting or defending any action concerning the Records and shall indemnify and hold Metro harmless from all costs and expenses including attorney's fees in connection with any such action.

RR-05 ACCESS TO RECORDS

A. Applicability

This Article applies to all federally funded contracts.

B. Contractor agrees to provide Metro, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or the FTA's authorized representatives, including any FTA Project Management Oversight Contractor, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is

receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

C. If this Contract is for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) and was entered in to through other than competitive bidding, the Contractor shall make records related to this Contract available to Metro, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

D. Contractor shall permit any of the foregoing parties to reproduce without any cost by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

E. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Metro, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

RR-06 FEDERAL FUNDING, INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS, AND FEDERAL CHANGES*

A. Applicability

This Article applies to all federally funded contracts.

B. This Contract includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 (including any changes, revisions or successor circulars) is automatically hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Metro requests which would cause Metro to be in violation of the FTA terms and conditions.

This Contract is subject to a financial assistance agreement between Metro and the Federal Transit Administration of the US Department of Transportation and all laws, regulations, guidelines, and provisions of the financial assistance agreement apply to this Contract and are incorporated by reference as if fully set forth herein.

C. Contractor shall at all times comply with all applicable federal laws and regulations, including without limitation FTA regulations, policies, procedures and directives, including those listed directly or by reference in Applicable Grant Agreements between Metro and FTA, as they may be amended or

promulgated from time to time during the term of this Contract collectively "Federal Requirements". These Federal Requirements may change and the changed Federal Requirements will apply to this Contract as required unless the Federal Government determines otherwise. Contractor's failure to so comply with the Federal Requirements shall constitute a material breach of this Contract.

RR-07 ENERGY CONSERVATION REQUIREMENTS

A. Applicability

This Article applies to all federally funded contracts.

B. Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 USC §6321 et seq.

RR-08 CIVIL RIGHTS REQUIREMENTS *

A. Applicability

This Article applies to all federally funded contracts.

B. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor shall comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

C. Equal Employment Opportunity

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor shall comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. , (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Contract. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without

regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor shall comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor shall refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor shall comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor shall comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor shall comply with any implementing requirements FTA may issue.

RR-09 NO GOVERNMENT OBLIGATION TO THIRD PARTIES *

A. Applicability

This Article applies to all federally funded contracts.

B. Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to Metro, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from this Contract.

Contractor shall include this Article in each Subcontract and shall not modify the Article, except to identify the Subcontractor who will be subject to its provisions.

RR-10 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS *

A. Applicability

This Article applies to all federally funded contracts.

B. The provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, shall apply to actions pertaining to

this Contract. Upon execution of this Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining this Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

C. Contractor also acknowledges that this Contract is connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307 and if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.

D. Contractor shall include this Article in each subcontract financed in whole or in part with Federal assistance provided by FTA. Contractor shall not modify the Article, except to identify the Subcontractor who will be subject to the provisions.

RR-11 SUSPENSION AND DEBARMENT*

A. Applicability

This article applies to federally funded contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for Federally required auditing services.

B. This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor shall verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

Contractor shall comply with 49 CFR 29, Subpart C and shall include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

C. By entering into this Contract, Contractor certifies that it shall comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Contract.

This certification is a material representation of fact relied upon by Metro. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to Metro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment .

RR-12 RECYCLED PRODUCTS

A. Applicability

This Article applies to federally funded operations/management, construction, or materials & supplies contracts for items designated by the Environmental Protection Agency, when procuring $10,000 or more per year.

B. To the extent practicable and economically feasible, a competitive preference shall be given for products and services that conserve natural resources and protect the environment and are energy efficient.

RR-13 CLEAN WATER AND CLEAN AIR REQUIREMENTS*

A. Applicability

This Article applies to all federally funded contracts over $100,000.

B. CLEAN WATER REQUIREMENTS

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and all applicable clean water standards of the State of California and any state or local agency having jurisdiction. Contractor shall report each violation to Metro. Metro will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office, and all other agencies having jurisdiction.

C. CLEAN AIR

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and all applicable Clean Air Standards of the State of California or any state or local agency having jurisdiction. Contractor shall report each violation to Metro. Metro will, in turn, report each violation as required to FTA, the appropriate EPA Regional Office and all other agencies having jurisdiction.

RR-14 COMPLIANCE WITH FEDERAL LOBBYING POLICY *

A. Applicability

The following Article applies to federally funded contracts over $100,000.

B. The Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, requires that Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR Part 20, attached hereto as the certification entitled, "Certification of Compliance with Federal Lobbying Requirements." As set forth in the certifications, each tier of subcontractors shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer

or employee of any agency, a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures shall be forwarded from tier to tier up to Metro.

RR-15 BUY AMERICA *

A. Applicability

The following Article applies to federally funded rolling stock purchase and construction contracts over $100,000 and to contracts over $100,000 for materials & supplies for steel, iron, or manufactured products.

B. Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver.

Metro may investigate Contractor's, any Subcontractor's, and any Supplier's compliance with this Article. If an investigation is initiated, Contractor, Subcontractor, or Supplier shall document its compliance, in accordance with 49 CFR 661.15, and cooperate with the investigation. Contractor shall incorporate the Buy America conditions set forth in this Article in every subcontract or purchase order and shall enforce such conditions.

RR-16 CARGO PREFERENCE*

A. Applicability

The following Article applies to federally funded contracts involving equipment, materials, or commodities which may be transported by ocean vessels

B. USE OF UNITED STATES FLAG VESSELS

Contractor shall use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels

Contractor shall furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading

in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Metro (through Contractor in the case of a subcontractor's bill-of-lading.)

Contractor shall include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

RR-17 FLY AMERICA

A. Applicability

This Article applies to federally funded contracts if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air.

B. Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

RR-18 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT *

A. Applicability

This Article applies to federally funded construction contracts over $100,000 (including ferry vessels), rolling stock purchases over $100,000 and to operations/management contracts over $100,000 (except transportation services)

B. Pursuant to the Labor Standards Provisions Applicable to Non-construction Contracts subject to the Federal Contract Work Hours and Safety Standards Act, 40 U.S.C.A. § 327 through 332 as implemented by U.S. Department of Labor regulations, 29 CFR 5.5 (b) and (c) Contractor and Subcontractor's contracting for any part of the Contract work shall comply with the following:

1. **Overtime requirements** – Neither Contractor nor any Subcontractor contracting for any part of the Contract work that requires or involves the employment of laborers or mechanics shall require or permit any such

laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages** – In the event of any violation of the Article set forth in paragraph 1 of this Section Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the Article set forth in paragraph 1 of this Section, in the sum of ten dollars ($10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the Article set forth in paragraph 1 of this Section.

3. **Withholding for unpaid wages and liquidated damages** – Metro shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by Contractor or Subcontractor under the Contract or any other Federal contract with Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the Article set forth in paragraph 2 of this Section.

4. **Subcontracts** – Contractor or Subcontractor shall insert in any Subcontracts the Articles set forth in this Section and also a Article requiring the Subcontractors to include these Articles in any lower tier Subcontracts. Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the Articles set forth in this Section.

5. **Payrolls and basic records** – The records to be maintained hereinabove shall be made available by Contractor or Subcontractor for inspection, copying, or transcription by Metro and U.S. Dept. of Labor. Contractor and Subcontractor shall maintain payrolls and basic records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid.

RR-19 SEISMIC SAFETY

A. Applicability

This Article applies to federally funded Architect & Engineer contracts for the design of new buildings or additions to existing buildings and to contracts for the construction of new buildings or additions to existing buildings.

B. Any new building or addition to an existing building shall be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and Contractor shall certify to compliance to the extent required by the regulation. Contractor shall ensure that all work performed under this Contract, including work performed by a Subcontractor, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

RR-20 ADA ACCESS

A. Applicability

This Article applies to federally funded Architect & Engineer, Operations/Management, Rolling Stock Purchase, and Construction contracts

B. Access Requirements for Persons with Disabilities

Contractor shall comply with:

1. The requirements of 49 U.S.C. § 5301(d), which states the Federal policy that elderly persons and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy;

2. All applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps;

3. The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq*., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act;

4. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq*., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act; and

5. All applicable requirements of the following regulations and any subsequent amendments thereto:

(1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

(3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

(4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

(5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

(6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

(7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and

(9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; and

(10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609;

(11) Any implementing requirements FTA may issue.

RR-21 ALCOHOL AND DRUG-FREE WORKPLACE PROGRAM *

A. Applicability

This Article applies to federally funded contracts for transit operations.

B. FTA Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations Regulations

Contractor and its Subcontractors shall comply with the FTA anti-drug and alcohol misuse regulations (49 CFR Part 655) and the U.S. Department of Transportation (DOT) Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR Part 40) to the full extent that they are, by their terms, applicable to Contractor and its Subcontractors. The regulations apply to all "contractors" that have "covered employees" that perform "safety sensitive functions" as those terms are defined in the regulations.

C. Certificate of Compliance

The CERTIFICATE OF COMPLIANCE WITH 49 CFR PARTS 655, PREVENTION OF ALCOHOL MISUSE AND PROHIBITED DRUG USE IN TRANSIT, submitted by Contractor prior to award, is incorporated as part of the Contract Documents.

D. Drug and Alcohol Testing Program

In the event that any part of the Work under this Contract falls within the scope of 49 CFR Part 655, Contractor, and its Subcontractors (as applicable), shall implement all programs required under the regulations, including without limitation, a Drug and Alcohol Testing Program and an anti-drug use and alcohol misuse program, in full compliance with the regulations.

E. Alcohol and Drug Free Workplace Program

In addition to the above, for Work performed on Metro property, Contractor shall provide an Alcohol and Drug-free Workplace Program in accordance with FTA requirements found at **http://transit-safety.volpe.dot.gov/Safety/DATesting.asp**.

RR-22 TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS *

A. Applicability

Subject to the limitations in Sections B, C and D, this Article applies if this Contract involves transit operations to be performed by employees of a Contractor recognized by FTA to be a transit operator, and if FTA has determined that it is financed in whole or in part with Federal assistance.

B. General Transit Employee Protective Requirements

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance (other than Federal assistance authorized by 49 U.S.C. § 5310(a)(2) or 49 U.S.C. § 5311), and if the U.S. Secretary of Transportation has determined that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for Metro under this Contract, then Contractor shall perform the transit operations work under the Contract in compliance with terms and conditions, (a) determined

by the U.S. Secretary of Labor to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. Department of Labor ("U. S. DOL") guidelines at 29 C.F.R. Part 215, and any amendments thereto, and (b) stated in a U. S. DOL letter of certification to FTA, the date of which is set forth in the applicable Grant Agreement or Cooperative Agreement with Metro, and which is incorporated in the Form of Contract as a Contract Document entitled "U. S. DOL Certification".

C. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for Metro under the Contract, Contractor shall perform the Work in compliance with the terms and conditions determined, (a) by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto, and (b) stated in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the applicable Grant Agreement or Cooperative Agreement with Metro, and which is incorporated in the Form of Contract as a Contract Document entitled "U. S. DOL Certification".

D. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, Contractor shall comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

E. Indemnity

Contractor shall defend, indemnify and hold harmless Metro, and its Board Members, employees and agents from and against all liability, claims, demands actions, costs, judgments, penalties, damages, losses and expenses arising out of or in connection with Contractor's failure to comply with or failure to carry out its responsibilities under all applicable provisions of Sections B, C and D of this Article.

RR-23 CHARTER SERVICE OPERATIONS

A. Applicability

This Article applies to federally funded Operational Service Contracts.

B. Contractor shall comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

RR-24 SCHOOL BUS REQUIREMENTS

A. Applicability

This Article applies to federally funded Operational Service Contracts

B. Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

RR-25 FEDERAL PATENT AND DATA RIGHTS*

A. Applicability

This Article applies to each contract involving experimental, developmental or research work and for which the purpose of the FTA grant is to finance the development of a product or information.

B. Subject Data

The term "Subject Data" used in this Article means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "Subject Data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

C. Restrictions on Subject Data

The following restrictions apply to all Subject Data first produced in the performance of the Contract:

1. Except for its own internal use, metro or Contractor may not publish or reproduce Subject Data in whole or in part, or in any manner or form, nor may metro or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

2. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any Subject Data or copyright described in subparagraphs C.2(a) and C.2(b) of this Paragraph C.2. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

   (a) Any Subject Data developed under the Contract, whether or not a copyright has been obtained; and

   (b) Any rights of copyright purchased by metro or Contractor using Federal assistance in whole or in part provided by FTA.

3. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, Metro and Contractor performing experimental, developmental, or research work required by the Contract shall permit FTA to make available to the public, either FTA's license in the copyright to any Subject Data developed in the course of the Contract, or a copy of the Subject Data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become Subject Data and shall be delivered as the Federal Government may direct. This Paragraph C.3 shall not apply to adaptations of automatic data processing equipment or programs for Metro’s or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

4. Unless prohibited by state law, upon request by the Federal Government, Metro and Contractor shall indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Metro or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. Neither Metro nor Contractor shall be required to indemnify the Federal Government for any such liability

arising out of the wrongful act of any employee, official, or agent of the Federal Government

5. Nothing contained in this Article shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

6. Data developed by Metro or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the Contract is exempt from the requirements of Paragraphs 2, 3, and 4 of this Article, provided that Metro or Contractor identifies that data in writing at the time of delivery of the Contract Work.

D. Patent Rights

If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, Metro and Contractor shall take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

E. Provision of Rights in Invention to Federal Government

Unless the Federal Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), Metro and Contractor shall take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

END OF REGULATORY REQUIREMENTS

SPECIAL PROVISIONS (SERVICES)

All Articles, Subarticles, or portions of the Contract noted by an asterisk (*) shall be included in all Subcontracts of any tier.

SP-01 DBE PARTICIPATION

A. The Contractor shall achieve its Disadvantaged Business Enterprise (DBE) commitment of **twenty-two percent (22 %)** of the total contract price. Achievement of the DBE commitment will be measured by the total amount paid for work completed by firms identified as race-conscious (RC) DBEs.

   Failure to meet DBE commitments and/or DBE contract requirements may result in administrative sanctions, as set forth in the Contract Compliance Manual in compliance with FHWA requirements.

B. Achievement of the DBE commitment will be measured by the total amount paid for the work completed by DBEs.

C. Contractors shall include the following contract assurance language and shall be referenced verbatim in each executed DBE subcontract agreement:

   CONTRACT ASSURANCE:

   The contractor or subcontractor shall not discriminate on the basis on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

D. Contractor and all subcontractors shall report payment details to LACMTA using the web-based Small Business Programs Compliance Reporting System (SBCRS) by the 15th of each month. SBCRS allows Contractors to manage their own records, maintain accurate contract information, and report payment details online. SBCRS is mandatory for Contractors and subcontractors to use unless LACMTA instructs otherwise. LACMTA will provide the Contractor, subcontractors, suppliers, brokers, and truckers online training, login and password information, at no cost to the Contractor or its subcontractors, suppliers, and truckers.

SP-02 SBE SET- ASIDE (RESERVED)

SP-03 SBE/DVBE PARTICIPATION (RESERVED)

SP-04 ORGANIZATIONAL CONFLICTS OF INTEREST*

This Contract is subject to the restrictions against organizational conflicts of interest promulgated by the Federal Transit Administration in FTA Circular

4220.1F dated November 1, 2008 or successor circulars. Contractor shall not provide Project Management Assistance to Metro, under this Contract, related to any other or future contract which would constitute or create an organizational conflict of interest related to this Contract.

SP-05 NOTICES AND SERVICE THEREOF*

A. Any Notice legally required to be given by one party to another under the Contract, including but not limited to those regarding interpretation of the Contract or changes thereto, shall be in writing and dated. The Notice shall be signed by the party giving such Notice or by a duly authorized representative of such party.

B. Notices shall not be effective for any purpose whatever unless enclosed in a sealed envelope and transmitted by registered mail or any certifiable delivery service addressed to:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, California 90012-2952

Attention: Lily Lopez, Sr. Contract Administrator
Contract No. RFP No. PS11357

C. All Notices to the Contractor will be enclosed in a sealed envelope and transmitted by personal delivery to the Contractor or its authorized representative or by registered mail or any certifiable delivery service addressed as follows:

(Information will be incorporated at time of award)

D. Any Notice of changes of address shall be given according to the provisions of this Special Provision.

SP-06 APPROVED SUBCONTRACTORS AND SUPPLIERS*

Subcontractor	Services Performed	License Type and Number	DBE
Name **Address** **Phone**			

Supplier	Material Supplied	DBE
Name **Address** **Phone**		

(Information will be incorporated at time of award)

SP-07 RELEASE OF INFORMATION*

The Contractor shall not publish information or technical data acquired or generated by the Contractor in performing the Contract until such time as such information or technical data is released in published reports by the Los Angeles County Metropolitan Transportation Authority (Metro).

SP-08 ORDERING FOR INDEFINITE DELIVERY/QUANTITY CONTRACTS (RESERVED)

SP-09 INSURANCE

Reference Insurance Requirements Exhibit of Contract documents.

SP-10 WORKSITE ACCESS/RESTORATION (JANUARY 2002)

LEGAL ACCESS

Metro will be responsible for, and provide legal access to, the hazardous locations, if applicable. It will be the Contractor's responsibility to comply with the terms of the access agreements, which are provided elsewhere under the Contract.

WORKSITE ACCESSIBILITY

It will be the Contractor's responsibility to determine accessibility to the Worksites with equipment proposed for use on the project. Some adjustment in Worksite locations can and will be made upon the approval of Metro to avoid obstructions or to allow better accessibility for equipment.

WORKSITE RESTORATION

Worksite Restoration will be accomplished by the Contractor (in the event the Contractor's, or Subcontractor's, vehicle, equipment or personnel disturb the Worksites) in accordance with the Scope of Work and upon the completion of Services at the Worksite or as further directed by Metro.

SP-11 LOSS PREVENTION

A. In performing the Contract, the Contractor shall at a minimum provide for protecting the lives and health of employees and other persons; preventing damage to property, goods; and avoiding work interruptions. For these purposes, the Contractor shall:

   1. Provide appropriate safety barricades, signs, and signal lights;

   2. Comply with the safety policies of Metro and all applicable laws, standards, codes, rules, and regulations;

3. Take additional measures Metro determines are reasonably necessary for this purpose. This determination, when delivered to the Contractor or the Contractor's Authorized Representative at the Worksite, shall be deemed sufficient Notice of the noncompliance and corrective action required. After receiving the determination, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, Metro may issue an order stopping all or part of the Services or Work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

4. Maintain an accurate record of exposure data on all occurrence incident to Services performed under the Contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by Metro; and

5. Be responsible for its Subcontractor's compliance with this article.

SP-12 CONTRACTOR EQUIPMENT*

The Contractor shall be responsible for the maintenance of all equipment. Necessary ancillary equipment will also be kept in good repair and operating condition to ensure that Contractor's operations will proceed in an efficient and effective manner. Equipment substitutions may be made only with the consent of Metro.

SP-13 FINAL PAYMENT BOND (RESERVED)

SP-14 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (RESERVED)

SP-15 CONTRACT SPECIFIC DEFINITIONS* (RESERVED)

SP-16 CLEAN UP

Without limiting the requirements contained elsewhere in the Contract:

The Contractor shall at all times keep the Worksite, including storage areas, free from accumulations of waste materials. Before completing the Services, the Contractor shall remove from the Worksite any rubbish, tools, scaffolding, goods that are not the property of Metro. Upon completing the Services, the Contractor shall leave the Worksite in a clean, neat, and orderly condition satisfactory to Metro.

SP-17 PROTECTION OF METRO STRUCTURES, EQUIPMENT, AND VEGETATION

A. The Contractor shall use reasonable care to avoid damaging existing structures, equipment, and vegetation on Metro Worksite. If the Contractor's failure to comply with the requirements of the Contract or failure to use reasonable care in performing the Services and causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to Metro. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the costs incurred by Metro to effect the repairs or replacement. The costs may be deducted from the Total Contract Price.

SP-18 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS*

A. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the Worksite, which are not to be removed and which do not unreasonably interfere with the Services required to be performed under the Contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during Contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by Metro.

B. The Contractor shall protect from damage all existing improvements and utilities:

   1. At or near the Worksite, and

   2. On adjacent property of a third party, the locations of which are made known to or should be known by the Contractor.

C. The Contractor shall replace or repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of the Contract or failure to exercise reasonable care in performing the Services at no cost to Metro. If the Contractor fails or refuses to repair the damage promptly, Metro may have the necessary services performed and charge the cost to the Contractor.

SP-19 ALLOWABILITY, ALLOCABILITY & REASONABLENESS DEFINITIONS*

A. This clause is intended to clarify and further define the allowability, allocability and reasonableness of costs. It is not all-inclusive and is not intended to modify and/or interpret the Federal Acquisition Regulation (FAR) or the Cost Accounting Standards (CAS) requirements or conflict with any other Contract terms and conditions. Metro has the right to determine the allocability,

allowability and reasonableness of all costs incurred by Contractor under the Contract. If Contractor disputes Metro's findings, Contractor may file a dispute under the Article entitled RESOLUTION OF DISPUTES. The allowability, allocability and reasonableness of reimbursable costs claimed under the Contract will include the following considerations:

B. Allowability of costs is determined using FAR Part 30 (CAS), FAR Subpart 31.204, Compensation and Payment Provisions, Generally Accepted Accounting Principles (GAAP) (promulgated by the AICPA) and any Advance Cost Understanding incorporated into the Contract.

C. Reasonableness of costs is determined using FAR Subpart 31.201-3, GAAP, Internal Revenue Code (IRC) (where applicable), the Advance Cost Understanding and Metro's Contractor Cost Guidelines. Reasonableness of costs must be carefully examined to ensure that costs incurred would be similar to those expected to be incurred in a competitive pricing environment. The burden of proof shall be upon the Contractor to establish that a cost is reasonable.

D. Costs are allocated to final cost objectives. The allocability of cost is determined using FAR Part 30, FAR Subpart 31.201.4 and Compensation and Payment Provisions entitled REIMBURSABLE COSTS AND FEE FOR CPFF CONTRACTS. Specifically, indirect expenses shall be allocated on the basis of the beneficial or causal relationship between supporting (indirect expense) and receiving activities (final cost objective). Such expenses shall be distributed directly to business units/segments and/or final cost objectives to the maximum extent possible. Expenses not directly identifiable to a final cost objective, if significant in amount, shall be grouped in separate logical and homogeneous pools and allocated based on a causal or beneficial relationship to final cost objectives.

E. Allocation of costs to the Project Office indirect pool shall be determined in strict accordance with FAR Subpart 31.201.4 and FAR Part 30 and Compensation and Payment Provision entitled REIMBURSABLE COSTS AND FEE FOR CPFF CONTRACTS.

F. Specifically, the Contractor shall abate its indirect expenses (associated with non-Project Office direct labor) allocated to the Project Office for items which are similar to those provided by Metro to the Project Office's operations at no cost or reimbursed by Metro as a Project Office Other Direct Cost.

G. For example, any expense (eg., rent, building ownership cost, office equipment or supplies) associated with the Contractor's or Subcontractors' non-Project Office direct labor shall be deemed similar to any expense (e.g., rent, office equipment or supplies) that Metro has paid for 100% at the Project Office. However, any expense (eg., rent, building ownership cost, office equipment or supplies) associated with the Contractor's or Subcontractors' indirect labor is allocable to the direct labor at the Project Office.

H. For Contractors where the Contract represents more than fifty (50%) percent of the Contractor's business (% defined as Direct Labor v. Total Contractor

Direct Labor), outside professional expenses incurred in preparing and negotiating Contractor's positions on claims, disputes, or audits related to issues of reasonableness, allowability, or allocability shall not be allowable as a direct or indirect cost to Metro, unless prior written approval is obtained from Metro.

SP-20 SOFTWARE LICENSING AGREEMENT AND PROVISIONS FOR USE*

A. Definitions: As used herein:

1. Software

   The computer programs and products required to be developed and delivered by the Contractor to Metro under the Contract, in object code (but excludes commercial software developed at private expense and not in the public domain).

2. Source Code Materials

   A human-readable copy of the Software and related materials and documentation generated in preparing the Software, including programmer notes, flow charts, logic diagrams, and listings.

3. Documentation

   Systems and user manuals sufficient to enable a person skilled in the applicable art to operate, maintain, and support the Software for its intended purposes.

B. Deliveries

The Contractor shall deliver to Metro the Software, Source Code Materials, and Documentation, in such tape, disk, or hard copy format as Metro may designate.

C. Ownership

The Contractor shall retain ownership of the Software, Source Code Materials, and Documentation with the right to exploit the same, subject to Metro's rights as herein provided. Metro shall place such copyright Notices affirming the Contractor's ownership rights as the Contractor may reasonably require on all materials licensed hereunder which are reproduced by Metro.

D. License Rights

The Contractor hereby grants to Metro a royalty-free, paid-up, non-exclusive license, in perpetuity, to use duplicate, and disclose the Software, Source Code Materials, and Documentation, and to make modifications of and enhancements to the Software, and permit others (who sign standard nondisclosure agreements) to do the same, but only for governmental purposes and not for any commercial purposes.

E. Confidentiality

Metro shall hold the Software, Source Code Materials, and Documentation in confidence, shall use and disclose them only as expressly authorized herein or as required by law and only to its employees, agents or sublicensees to whom disclosure is necessary or appropriate for the performance and exercise of its rights hereunder, and shall take reasonable steps to ensure that unauthorized persons will have no access to them.

F. Warranty

The Contractor warrants that the Software will perform according to the specifications set forth in the Contract, that it is owner of the Software, Source Code Materials, and Documentation that it has the right to convey and grant the license herein granted to Metro, and that Metro's use thereof as herein contemplated will not infringe any third party's proprietary rights in the United States. The foregoing warranties shall not apply to the extent the Software is modified by Metro.

G. Modifications and Enhancements

Upon Metro's request the Contractor shall generate modifications of and enhancements to the Software not required by the Contract, at the Contractor's rates charged for comparable services to its most favored customers.

SP-21 LIQUIDATED DAMAGES*

A. For purposes of the Contract, the Parties agree to Liquidated Damages, as described below, because it will be impracticable or extremely difficult to ascertain or fix the actual damages which Metro will sustain.

B. The amount of Liquidated Damages per calendar day is fixed and determined by the Parties to each FFP Contract as the Liquidated Damages that Metro will suffer by reason of such default and not by way of penalty. The amount of Liquidated Damages for each Contract shall be as follows:

Year 1	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**	**Year 7**
Phase 1: DTLA Pilot +65 Stations & O&M (1.5 years)		**Phase 2 Pasadena +34 Stations**	**Phase 3 +65 Stations**	**Phase 4 +53 Stations**	**Phase 5 +37 Stations**	**Full System O&M**
$2,510	$2,842	$3,173	$4,038	$6,846	$9,703	$10,839
FY15/16	**FY16/17**	**FY17/18**	**FY18/19**	**FY19/20**	**FY20/21**	**FY21/22**

Note: Amounts shown are per calendar day.

Liquidated Damages shall only apply to Firm Fixed Priced Contract negotiated between Metro and the Contractor.

1. The Contractor and Metro agree that, should the Contractor fail to meet individual milestones and/or complete the Work within the time agreed upon in each Firm Fixed Price Contract, or within such extra time as may be allowed for delays and extra work as provided herein, Metro will deduct and retain Liquidated Damages out of the moneys which may be due the Contractor every day that the time consumed in the execution of the Work exceeds the time allowed for its completion, or such additional time as may be agreed to by the parties.

2. The Contractor and Metro agree that, in the event the Performance Requirements are not submitted at the times required by the Contract, Metro will deduct and retain Liquidated Damages out of the moneys which may be due the Contractor every day that the time consumed in the execution of the Work exceeds the time allowed for its completion, or such additional time as may be agreed to by the parties.

3. The Contractor and Metro agree that, in the event Deliverables and documents are not produced and maintained as required by the Contract, Metro will deduct and retain Liquidated Damages out of the moneys which may be due the Contractor every day that the time consumed in the execution of the Work exceeds the time allowed for its completion, or such additional time as may be agreed to by the parties.

4. It is further mutually understood and agreed by and between Metro and the Contractor that the Liquidated Damages described above are additive for each and every day's delay except in the event that the time periods set forth in the FFP Contract shall be adjusted based on any authorized extensions of time by Metro. Metro reserves the right to pursue one or more forms of Liquidated Damages for any occurrence giving rise to Liquidated Damages. Where two (2) or more Liquidated Damages categories may apply to the same event, only the single highest value Liquidated Damage category shall apply. It is further understood and agreed upon by and between Metro and the Contractor that Liquidated Damages will be assessed against Progress Payments. Metro will issue a deductive Contract Amendment Revision for the amounts specified herein that will reduce the total value of the FFP Contract. In the event the remaining balance due from the Contractor is insufficient to cover the full amount of assessed Liquidated Damages, Metro shall be authorized to recover such amounts from the retention established for the FFP Contract.

SP-22 THE CONTRACTOR'S LICENSE

A. The contracting firm and the majority owner of the subcontracting firm shall have the experience and professional capability to perform the work; and the majority owner of the subcontracting firm shall possess and maintain for the duration of the contract work, the appropriate State of California Professional license(s) and registration required.

B. The majority Contractor and Subcontractor(s) must possess and maintain the appropriate State of California license and registration required for the contracted work throughout the duration of the Work. Proof of validity of such license and/or registration shall be provided on an annual basis.

SP-23 INDIRECT COST RATES*

This provision prescribes policies and procedures for establishing (a) billing rates and (b) final indirect cost rates.

A. Definition

1. Billing rate means an indirect cost rate:

   a. Established temporarily for interim reimbursement of incurred indirect costs; and

   b. Adjusted as necessary pending establishment of final indirect cost rates.

2. Final indirect cost rate means the indirect cost rate established and agreed upon by Metro and the Contractor or its Subcontractors as not subject to change. It is usually established after the close of the Contractor's or its Subcontractors' fiscal year (unless the Parties decide upon a different period) to which it applies.

3. Indirect cost (Refer to FAR Subpart 31.001 and 31.203).

4. Indirect cost rate means the percentage or dollar factor that expresses the ratio of indirect expense incurred in a given period to direct labor cost, manufacturing cost, or another appropriate base for the same period.

B. Basis for Calculation

1. Metro shall be auditing and negotiating indirect cost rates for the Contract.

2. The Contractor shall submit a final indirect cost rate proposal and its Subcontractors' final indirect cost rate proposal, each of which shall meet the requirements of the Compensation and Payment Provisions to Metro.

3. Metro will use billing rates and final indirect cost rates in reimbursing indirect costs under cost-reimbursement provisions of this contract and, where applicable in determining progress payments, under fixed-price provisions of this contract.

4. Contracting Officers shall:

   a. Unless the quick-closeout procedure is used, use final indirect cost rates of the Contractor and its Subcontractors for a given period

agreed to by Metro and Contractor, which shall be binding for all Metro's cost-reimbursement contracts with the Contractor or its Subcontractors for that period, subject to any specific limitation in a contract or advance agreement; and

b. Use established final indirect cost rates in negotiating the final price of fixed-price incentive and fixed price redeterminable contracts and in other situations requiring that indirect costs be settled before contract prices are established (see 31.103(b).

C. Billing Rates

1. The Contracting Officer responsible for determining the final indirect cost rate ordinarily shall also be responsible for determining the billing rate.

2. The Contracting Officer or Authorized Auditor (as defined in the General Condition entitled AUDITS) shall establish a billing rate on the basis of information resulting from recent review, previous audits or experience, or similar reliable data or experience. In establishing the billing rate, the Contracting Officer or Authorized Auditor should ensure that it is as close as possible to the final indirect cost rate anticipated for the Contractor's or Subcontractor's fiscal period, as adjusted based on allowable costs per the Contract terms. When the Contracting Officer determines that the dollar value of contracts requiring use of a billing rate does not warrant submission of a detailed billing rate proposal, the billing rate may be established by making appropriate adjustments from the prior year's indirect cost experience to eliminate unallowable and nonrecurring costs and to reflect new or changed conditions.

3. Once established, billing rates may be prospectively or retroactively revised by mutual agreement of the Contracting Officer and the Contractor or Subcontractor at either party's request, to prevent substantial overpayment or underpayment.

4. The elements of indirect cost and the base or bases used in computing billing rates shall not be construed as determinative of the indirect costs to be distributed or of the bases of distribution to be used in the final settlement.

D. Final Indirect Cost Rates

Final indirect cost rates shall be established on the basis of Contracting Officer determination procedure.

1. Applicability and responsibility. Contracting Officer determination shall be responsible for establishing the final indirect cost rates.

2. Procedures

a. In accordance with the Compensation and Payment section, the Contractor or its Subcontractors shall submit to the Contracting Officer

and, if required by Metro procedures, to the Authorized Auditor a final indirect cost rate proposal reflecting actual cost experience during the covered period, together with supporting cost or pricing data.

Contractor shall submit its proposal with a Certificate of Final Indirect Costs (Exhibit 1) signed at a level no lower than vice president or chief executive officer.

b. The Authorized Auditor shall submit to the Contracting Officer an advisory audit report identifying any relevant advance agreements or restrictive terms of specific contracts and including all relevant information regarding the review of the final Indirect Cost Rate proposal.

c. The Contracting Officer shall head Metro's negotiating team, which could include the Authorized Auditor, and/or technical or functional personnel as required.

d. Metro negotiating team shall develop a negotiation position.

e. The Contracting Officer shall

    1. Conduct negotiations;

    2. Prepare a written indirect cost rate agreement conforming to the requirements of the contracts;

    3. Prepare, sign, and place in the Contract file a negotiation memorandum covering

        a. The disposition of significant matters in the advisory audit report;

        b. Reconciliation of all costs questioned, with identification of items and amounts allowed or disallowed in the final settlement as well as the disposition of period costing or allocability issues;

        c. Reasons why any recommendations of the Authorized Auditor or other technical advisors were not followed; and

        d. Identification of cost or preceding data submitted during the negotiations and relied upon in reaching a settlement; and

    4. Distribute resulting documents in accordance with Metro procedures.

E. Distribution of documents

The Contracting Officer shall promptly distribute executed copies of the indirect cost rate agreement to the Contract file and to all affected Metro contract administrators, in accordance with Metro's procedures.

F. Cost-sharing Rates and Limitations on Indirect Cost Rates

1. Cost-sharing arrangements, when authorized, may call for the Contractor or Subcontractor to participate in the costs of the Contract by accepting indirect cost rates lower than the anticipated actual rates. In such cases, a negotiated indirect cost rate ceiling may be incorporated into the contract for prospective application.

2. When ceiling provisions are utilized, the Contract/Task Order shall also provide that

   a. Metro will not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates; and

   b. In the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates will be reduced to conform with the lower rates.

G. Quick-close-out Procedure

1. The Contracting Officer responsible for contract close-out may negotiate the settlement of indirect costs for a Contract or specific Task Order, in advance of the determination of final indirect cost rates, if

   a. The Contract or specific Task Order is physically complete;

   b. The amount of unsettled indirect cost to be allocated to the Contract or Task Order is relatively insignificant. Indirect cost amounts will be considered insignificant when

      1. The total unsettled indirect cost applicable to any contract or Task Order does not exceed one hundred thousand dollars ($100,000.00); and

      2. Unless otherwise provided in Metro procedures, the cumulative unsettled indirect costs to be allocated to one or more Metro contracts or Task Orders in a single fiscal year do not exceed fifteen (15%) percent of the estimated, total unsettled indirect costs allocable to cost-type contracts for that fiscal year; and

   c. Agreement can be reached on a reasonable estimate of allocable dollars.

      1. Determinations of final indirect costs under the quick-close-out procedure shall be final for the Contract/Task Order it covers and no adjustment shall be made to other contracts for over-or

under-recoveries of costs allocated or allocable to the Contract covered by the agreement.

2. Indirect cost rates used in the quick-close-out of a contract shall not be considered a binding precedent when establishing the final indirect cost rates for other contracts.

SP-24 METRO MANAGEMENT OF CONTRACTOR'S PERSONNEL*

A. In the event Metro determines it becomes necessary to request Contractor personnel to assist in the management of any Project, Metro may request the Contractor to assign its personnel to any Project subject to the direction of Metro's Project Manager or designee. Metro shall request such assignment of the Contractor's personnel through a Contract Amendment or individual Task Order approved by the Project Manager requesting such personnel. The Contractor shall advise Metro of its concurrence or rejection of the request within three (3) business days. If Contractor fails to advise Metro within the three (3) business day period, Contractor shall be deemed to concur with Metro's request.

B. Any Contract Amendment/Task Order issued under this Special Provision shall include the following information:

1. Name of Contractors personnel;
2. Direct and indirect costs associated with the Contractor's personnel;
3. Description of duties to be performed by Contractor's personnel;
4. Description of the limit of authority, if any, of Contractor's personnel;
5. Indemnification language to be provided by Metro in connection with the proposed duties of the Contractor's personnel; and
6. All information required by Article 6 of the Form of Contract.

C. For purposes of this Provision only, the Contractor's personnel identified in a Contract Amendment/Task Order issued under this Special Provision shall be defined as the Personnel.

D. Metro shall provide the Personnel with office space and associated supplies and equipment necessary to perform the duties described under the Contract Amendment/Task Order. Metro shall have no obligation for any Contractor personnel who are not specifically identified in a Contract Amendment/Task Order issued under this Special Provision.

E. Any document or work product produced, generated or reviewed by the Personnel in their capacity described in the Contract Amendment/Task Order shall be the property of Metro. Except for the Personnel's immediate superior in the Contractor's Program office the Personnel shall not discuss their work assignment with any other Contractor personnel without prior consent of Metro's Project Manager.

F. The Personnel shall perform the Work described in the Contract/Task Order in compliance with Metro's policies and procedures, including, without limitation, Metro's Ethics Policy, Code of Conduct and other applicable

policies and procedures. Further, Personnel's work hours shall be compatible with Metro's normal work hours.

G. During the term of the Contract/Task Order, the Personnel shall remain an employee of the Contractor and shall continue to have their salary and benefits paid for the Contractor. In no event will the Personnel be considered an Metro employee. Further the Personnel shall not receive any benefits normally accruing to Metro employees unless provided by the Contractor.

H. Metro, in its sole discretion, has the right to terminate a Contract Amendment/Task Order issued pursuant to this Provision notwithstanding the duration stated in the Contract Amendment/Task Order or remove the Personnel at any time, all in accordance with the terms of the Contract.

SP-25 SUBCONTRACT ADMINISTRATION

In accordance with 49 CFR Part 26, the Contract Document entitled COMPENSATION AND PAYMENT and the Sub-Article entitled PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS, Metro has elected to implement the following requirements related to the Work that is performed by all Subcontractors of any tier under this Contract.

A. Executed Subcontract Agreements. - Contractor shall submit to Metro Contracting Officer complete copies of all executed Subcontracts and/or Purchase Orders within fourteen (14) calendar days after the Contractor, or its Subcontractors, executes each Subcontract or Purchase Order. Contractor shall also submit copies of all Changes Orders, Modifications, Addendums or Amendments to such Subcontracts and Purchase Orders within fourteen (14) calendar days after execution. Contractor shall not darken out or delete any information from the submitted Subcontract and Purchase Order documents. The Subcontract and Purchase Order prices shown in the submitted documents shall not be cause for any reason by any Party to make an adjustment to the Contract Price and such pricing information will only be used to implement the provisions hereunder and in the Contract Document entitled COMPENSATION AND PAYMENT related to Subcontractor payments and retention.

B. Subcontract Values. – Contractor shall, in accordance with the Specification entitled COST/SCHEDULE INTEGRATION SYSTEM, breakdown the Schedule of Values and its monthly Application for Progress Payment making all work activities, the value thereof, payments made to date and retention withheld, distinguishable between the Contractor, its Subcontractors and Suppliers, inclusive of the baseline Work and all Contract Modifications.

C. Releases. - In accordance with the requirements set forth in the Contract Document entitled COMPENSATION AND PAYMENT and the Article entitled PROGRESS PAYMENTS and the Article entitled PAYMENT TO SUBCONTRACTORS, Contractor shall cause that its Subcontractors and Suppliers complete and provide Conditional and Unconditional Waiver and Release forms, attached hereto as Exhibits SA-1 and SA-2, for Contractor to submit with its Applications for Progress Payment and Request for Final

Payment. In the event Contractor fails to submit the required Waiver and Release form then any money's due for that Work performed shall not be paid and will be carried over to the next Progress Payment, or the Final Payment delayed, until such time Contractor submits the required Waiver and and Release form. Any such payment withheld shall not be cause for a Contract Change, Claim, or subject to any accrued interest.

D. Survival of Obligations. - Without limiting any other provision of the Contract relating to continuing obligations that extend beyond Final Acceptance of the Work or any Subcontractors' or Suppliers' Work under this Contract, the Contractor's responsibility for injury to persons and/or property arising from its duties and obligations under the Contract, including without limitation, the Articles entitled LIABILITY AND INDEMNIFICATION, GOODS, and WARRANTY in the Contract Document entitled GENERAL CONDITIONS, shall survive acceptance and any payment to Contractor by METRO for any element of the Work performed by a Subcontractor or Supplier under this Contract.

E. Undisclosed Incomplete Work. - Contractor will not be relieved of its obligations to complete any element of the Work, or any portion or item thereof, the non-completion of which was not disclosed to Metro prior to Final Acceptance of the Contract, regardless of: (1) whether such nondisclosures were fraudulent, negligent, or otherwise; and (2) Metro having inspected or accepted the element of the Work, having accepted Contractor's certification that the element of the Work is completed, having made payment to Contractor for the element of the Work, or Contractor having made final payment, including a release of retention to its Subcontractor or Supplier for that element of the Work. Contractor shall remain obligated to correct all such items after Final Acceptance of the Contract under this Article and all other provisions of the Contract that, expressly or by their nature, extend beyond or survive Final Acceptance.

F. Modified General Condition. The Contract Document entitled GENERAL CONDITIONS, the Article entitled ACCEPTANCE OF ELEMENTS OF THE WORK, and the sub-Article entitled PARTIAL ACCEPTANCE, is modified to read:

> "If portions of the Work (due to having independent utility or a subcontract being fully completed) are completed in advance of the deadlines specified in this Contract, Metro shall have the right to accept them in advance of the deadline for completion of the entire Contract. Any such partial Acceptance shall follow a procedure similar to that required for Substantial Completion, modified as specified by the Contracting Officer. The Contracting Officer will also determine the effect of such partial Acceptance on Contractor's responsibility for maintenance during construction and its Warranty obligations."

G. Inspection of a Subcontractor's work, under the terms of this Special Provision, shall not constitute an exception for Acceptance as contemplated by the General Condition Article entitled PERFORMANCE AND

INSPECTIONS, sub-article 20.1.4, unless it is specified in writing as stated therein.

H. The terms of this Special Provision, as it relates to General Condition entitled PERFORMANCE AND INSPECTIONS, sub-article 20.1.5, creates an Metro obligation to make inspections of Subcontractors completed work for the limited purpose of implementing the terms of this Special Provision, such inspections shall not relieve Contractor of any of its responsibilities under this Contract.

I. After the Contractor has notified Metro that a Subcontractor's work is complete, Metro may charge the Contractor for any additional costs Metro incurs for the inspections when the Work is not ready at the time indicated in the notice or when an additional inspection is necessitated by prior rejection.

J. Contractor shall consider and plan for the requirements of this Special Provision and any delay in any Critical Path, or other interruption to the Contractor, resulting from any inspections or other terms of this Special Provision shall **not**, for any reason, result in an increase to the Contract Price or Time, nor entitle Contractor to any recovery of any costs, or delay, or interest payments occasioned thereby.

K. Notwithstanding any terms of this Special Provision, the terms of Warranty, either express or implied in this Contract remain unchanged.

L. <u>Modified Compensation and Payment Article</u> -

CP-3 RETENTION AND ESCROW ACCOUNTS*
(Only paragraphs A & B are revised.)

A. Retention:
Metro shall retain from each Progress Payment ten percent (10%) of the Progress Payment as part security for the fulfillment of the Contract by the Contractor. However, after fifty percent (50%) of the Work has been completed, if in the sole discretion of Metro progress on the Work is satisfactory, Metro will not make further deductions on the remaining Progress Payments, except that the amount of the retention withheld shall not at any time thereafter be less than five percent (5%) of the Contract Price, as amended, or as adjusted by Change Orders. However, if Metro determines that the Work or progress of the Work is unsatisfactory, Metro may reinstate, continue or increase retentions in amounts necessary to increase the total retention to an amount not to exceed ten percent (10%) of the Contract Price. Notwithstanding any payments made to Contractor, out of retention or other monies withheld, or other monies due Contractor under this Contract, in the implementation of 49 CFR Part 26 and the Article entitled PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS, in the Contract Document entitled COMPENSATION AND PAYMENT, Metro shall withhold retention from each progress payment, consistent with the amounts allowed above, whereas Metro shall withhold not less than 5% of the Contract price until final completion and acceptance of the Contract.

B. Substitution of Securities:
To ensure performance under the Contract, the Contractor may, at its sole expense, substitute securities equivalent to the retention withheld by Metro. Such securities shall be deposited with an escrow agent approved by Metro, who shall then pay such retention to the Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor. The Contractor shall be the beneficial owner of any security substituted for monies withheld and shall receive any accrued interest thereon. Securities eligible for investment shall include those listed in Government Code §16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and Metro. No such substitution shall be accepted until the Escrow Agreement, securities, and any other documents related to the substitution are reviewed and accepted in writing by Metro. In the event Contractor's subcontractors elect to do any of the following the Contractor shall:

1. If a subcontractor elects to substitute securities in lieu of retention with the Contractor, then in accordance with the sub-Article herein entitled "Prompt Payment of Withheld Funds to Subcontractors", when Contractor certifies to Metro that all tasks called for in the subcontract have been satisfactorily accomplished and Metro has inspected the Work, Contractor shall release the subcontractor's securities within thirty (30) days after receipt of Metro notice on the completed inspection, even though there may be no adjustment(s) to be made to Contractor's substitute securities in lieu of retention.

2. In the event the Contractor elects to substitute securities in lieu of retention and a subcontractor has not elected to substitute securities in lieu of retention, Contractor may withhold from his or her subcontractor the amount of retention that would have otherwise been withheld, yet when, in accordance with the sub-Article herein entitled "Prompt Payment of Withheld Funds to Subcontractors", Contractor certifies to Metro that all tasks called for in the subcontract have been satisfactorily accomplished and Metro has inspected the Work, Contractor shall release the subcontractor's retention within thirty (30) days after receipt of Metro notice on the completed inspection, even though there may be no adjustment(s) to be made to Contractor's substitute securities in lieu of retention.

SP-26 PAYMENT OF PREVAILING AND LIVING WAGES/REPORTING

This Contract is subject to the provisions of California law regarding Public Works, including, but not limited to California Labor Code Sections 227, 1021, and 1720 through and including 1861, together with all applicable regulations (e.g. Title 8 California Code of Regulations, Section 16001 et. seq.). In addition to the requirements for payment of prevailing wages set forth in the Labor Compliance Manual, this Contract, if federally funded, is also subject to payment of prevailing wages under federal law by the Davis

Bacon Act, as determined by the US Department of Labor. All pertinent federal and state statutes and regulations, including but not limited to those referred to above are hereby incorporated by reference into this document as though set forth in their entirety.

This Contract is also subject to the payment of a living wage, as set forth in the Living Wage Policy (LWP). Contractors under contract for the furnishing of service to or for Metro and that involve expenditures in excess of $25,000 and a contract term of at least three (3) months, shall comply with the provisions in the LWP.

In the event of a conflict between LACMTA's living wage, the prevailing wage under state law as determined by California authorities and the prevailing wage under federal law as determined by the U.S Department of Labor, the Contractor shall pay at minimum the highest of the three (3) wages.

Prevailing Wage Reporting System — LACMTA may require, at time of award, the Contractor to utilize LACMTA's online "Prevailing Wage Reporting System," in lieu of hard copy manual submittals, for the following documents:

- Certified Payroll and other related documents if applicable
- Project Labor Agreement related documents (if applicable)
- Construction Careers Policy monthly reports and related documents (if applicable)

SP-27 SERVICE CONTRACT WORKER RETENTION POLICY

This Contract may be subject to the Service Contract Worker Retention Policy ("SCWRP") which is incorporated herein by this reference. If applicable, Contractor must also comply with the SCWRP which requires that, unless specific exemptions apply, all employers under contracts that are primarily for the furnishing of services to or for the Los Angeles County Metropolitan Transportation Authority (Metro) and that involve an expenditure or receipt in excess of Twenty-Five Thousand Dollars ($25,000) and a contract term of at least three (3) months, shall provide retention by a successor contractor for a ninety-day (90-day) transition period of the employees who have been employed for the preceding twelve (12) months or more by the terminated contractor or subcontractor, if any, as provided for in the SCWRP. Metro has the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if Metro determines that the subject contractor violated the provisions of the SCWRP.

END OF SPECIAL PROVISIONS

Contract No. RFP No. PS11357
METRO BIKESHARE

EXHIBIT 1 - RATE CERTIFICATION

This is to certify that I have reviewed this proposal to establish final annual indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this proposal (identify proposal and date) to establish final annual indirect cost rates for (identify period covered by rate) are allowable in accordance with this Contract and the cost principles of the Federal Acquisition Regulation (FAR) and its supplements that are applicable to the contracts to which the final annual indirect cost rates will apply; and

2. This proposal does not include any costs which are expressly unallowable under this Contract, or cost principles of the FAR or its supplements made applicable under the Contract.

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

Firm: _____

Signature: _____

Name of Certifying Official: _____

Title: _____

Date of Execution: _____

GENERAL CONDITIONS (SERVICES)

Note: * = **Flow-down requirement as defined in the Article entitled SUBCONTRACTORS AND SUPPLIERS herein**

GC-01 GLOSSARY OF TERMS*

GC-01-A Abbreviations And Symbols

ADR	Alternative Disputes Resolution
Cal-OSHA	California Occupational Safety and Health Administration
CEO	Chief Executive Officer
CFR	Code of Federal Regulations
DVBE	Disabled Veteran Business Enterprise
EPA	United States Environmental Protection Agency
FAR	Federal Acquisition Regulations
FTA	Federal Transit Administration
GEC	General Engineering Consultant
Metro	Los Angeles County Metropolitan Transportation Authority
NTE	Not-to-Exceed
OSHA	United States Department of Labor, Occupational Safety and Health Administration, and Occupational Safety and Health Act
PUC	Public Utilities Code, State of California
RFC	Request for Change
SBE	Small Business Enterprise
USC	United States Code

GC-01-B Definitions

Acceptance	Documentation prepared by Metro or its Authorized Representative attesting to the completion of all of the Services or Work under the Contract or a CWO or a specified portion thereof.
Alternative Disputes Resolution:	Means for settling a disputed claim which may include arbitration, mediation or other recognized means for settling a dispute.
Amendment:	A document mutually agreed to by the Parties modifying the Contract.
Approve:	To confirm documents presented by and/or actions of the Contractor related to the Work under the Contract or CWO.
Assessment:	A cost imposed on the Contractor for non-compliance with certain contractual requirements.
Authorized Representative:	Person or firm empowered to act for or in the place of the named business or governmental entity.

Chief Executive Officer:	The Chief Executive Officer (CEO) of Metro.
Claim:	A written demand by one of the Contracting Parties for: 1. Time extension; and/or 2. Payment of money.
Consultant	One that provides Services or Work to Metro, also defined as the Contractor.
Consultant Change Notice (CCN):	A document issued by Metro to the Contractor detailing a proposed change to the Contract or CWO.
Contract:	Written agreement executed by Metro and the Contractor which sets forth the rights and obligations of the parties in connection with the Services and Work, and which includes the Contract Documents.
Contract Work Order (CWO):	The document issued by Metro for each separate assignment detailing the Scope of Work, price and completion time.
CWO Period of Performance:	The total time period allowed for completion of the Work, including all authorized time extensions, as specified in each CWO.
CWO Price:	The not-to-exceed amount agreed to by the Parties to perform the Scope of Work.
Contracting Officer:	The CEO or a designated representative who is authorized and empowered to execute contracts, contract amendments, CWOs, CWO Revisions, WACNs, and agreements on behalf of Metro.
Contractor:	The individual, firm, partnership, corporation, joint venture or combination thereof, referred to throughout the Contract in the singular and by the neuter term "it", that has entered into the Contract with Metro.
Cure Notice:	Written notice from Metro to the Contractor to correct Work performed not in conformance with the Contract or CWO.
Days:	Unless otherwise stated, "days" shall mean calendar days. When a required submittal falls on a non-business day, submittal shall be on the next

	business day.
Design Professional (DP):	A person licensed as an architect, registered as a professional engineer, licensed as a land surveyor or otherwise licensed or registered in a professional discipline pursuant to the laws of the State of California.
DVBE:	Disabled Veteran Business Enterprise (DVBE): A business enterprise certified by the State of California's Department of General Services (DGS) and is 51% owned by one or more disabled veterans, whose daily business operations are managed and controlled by one or more disabled veterans.
Goods:	Equipment, material and/or products required to perform the Services. Goods may be furnished by Metro or required to be furnished by the Contractor.
Government Entity	Any federal, state, or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity other than Metro.
Home Office:	The home office(s) of the Contractor's firm.
Invoice:	A request for payment for Work performed.
Milestone:	An established event or occurrence that is associated with the Schedule as defined in the Contract or CWO.
Modification	Any written addition, deletion, adjustment or alteration to the Contract, whether arising out of the unilateral exercise by the MAT of any right under the Contract, or by mutual agreement/action executed by the Parties. A Modification may be unilateral or bilateral, and includes Change Orders, adjustments in quantities, extensions of time, administrative changes and adjustments, and all other actions and events that result in an alteration, correction or adjustment of the Total Contract Price or Time, any Contract term or process, or any other obligation of either Party.
Metro or MTA	The Los Angeles County Metropolitan Transportation Metro (Metro) or its successor, or

	any successor in interest, or its Authorized Representative.
Notice of Termination:	Written notice from Metro to the Contractor terminating the Contract or/CWO, or a portion thereof, either for convenience of Metro or for default due to the Contractor's failure to perform its contractual obligations.
Payment Application:	A request for payment for Work performed.
Parties:	Metro and the person(s), governmental entities, or business entities entering into the Contract.
Period of Performance:	The total time period allowed for completion of all Services or Work under the Contract or CWO, as specified in the Form of Contract or CWO.
Prime Design Professional (PDP):	A design professional with a written Contract directly with Metro.
Program:	Existing and planned rail transit system that is and will be operated by Metro.
Project:	A portion of Metro Transit System as defined in the Form of Contract
Provide:	In reference to Work to be performed by the Contractor, "provide" means to perform Work in accordance with the Scope of Services and the Scope of Work.
Request for Change (RFC):	A document issued by the Contractor to Metro detailing a proposed change to the Contract or CWO.
Request for Substitution:	Goods, service(s), or system(s) that the Contractor requests to use in lieu of that specified in the Contract.
Revision:	A document issued by Metro to the Contractor or mutually agreed to by the Parties modifying the Contract or CWO.
SBE:	Small Business Enterprise (SBE): A small business that is 55 percent owned and controlled by one or more economically disadvantaged individuals; and whose management and daily business operations are controlled by one or more economically disadvantaged individual who owns it.

Schedule:	A time phased Project execution plan that identifies all activities necessary to implement a given Project in a logical time phased manner. The Contract or CWO Schedule provides the start and completion date of each activity and its Milestones. The Project Schedule shall include the Milestones for the entire Project.
Scope of Services (Services):	Description of the sum total of productive and operative efforts used to generate the results specified, indicated, or implied in the Contract, including all technical and professional services, and Goods used during all related activities whether originally or subsequently Scheduled.
Scope of Work:	Description of the Work to be provided by the Contractor under the Contract or CWO.
Special Provisions:	Requirements applicable to the Contract that invoke, modify, and/or supplement the General Conditions
State:	The State of California.
Sub-consultant Design Professional (SDP):	Design professional hired by a prime design professional.
Subcontractor:	Any individual, firm, partnership, corporation, joint venture or combination thereof, other than employees of the Contractor, that enters into a legal agreement with the Contractor to furnish Work, labor or Goods as a portion of the Work. Unless otherwise specified, Subcontractors includes Subcontractors of any tier.
Supplier:	Any individual, firm, partnership, corporation, joint venture, or combination thereof, other than employees of the Contractor, or Subcontractor that enters into a legal agreement with the Contractor and that manufacturers, distributes or furnishes tangible Goods as a portion of the Work, with Work usually limited to delivery and/or required testing.
Technical Review:	A technical quality and progress audit including, but not limited to, a check of budget versus expenses to date, technical progress, quality of work, Schedule assessment and a measurement of design hours per drawing, review of adherence to policies and procedures and safety requirements.

Total Contract Price (TCP):	The total compensation approved by Metro's governing board to be paid to the Contractor in accordance with the terms of the Contract (and Amendments thereto).
Transit System:	The entire fixed guideway rail transportation system, including right-of-way, pavement, tracks, structures, equipment appurtenances, and all other related property of Metro.
Work:	The sum of all activities, Services and Deliverables, to be accomplished under the Contract or CWO.
Worksite:	The location where the Contractor's Work will be performed as defined in the Contract or CWO(s). The term may include the location of work performed by others (i.e., the construction site of a Project).

GC-02 INTERPRETATION*

GC-02-A Information

1. Furnished By Metro:

   Upon request by the Contractor, Metro shall furnish the Contractor any general information and data readily available to Metro or those under contract to Metro, which the Contractor determines, may be of use to the Contractor in the performance of the Work. Metro shall rely upon the Contractor to determine which of the general information and data readily available to Metro the Contractor requires for the performance of the Work hereunder. Metro makes no representations with respect to the reliability, accuracy, or completeness of any information or data it may furnish hereunder. The Contractor is entitled to rely on the information or data to the extent a professional engineer believes it is appropriate to do so. The Contractor is expected to apply its professional judgment and seek any clarification it deems necessary.

2. Furnished by Others:

   The Contractor is to obtain, utilizing its own personnel, any required information that has been developed by other public or private agencies or companies that are not under contract to Metro. The Contractor is to apply its professional judgment as to the reliability of the information or data for the purpose for which the Contractor intends on utilizing such information or data.

GC-03 PRECEDENCE OF CONTRACT DOCUMENTS

See Form of Contract Article 1

GC-04 CONTRACT DOCUMENTS

GC-04-A Explanations

Should it appear that the Work to be performed or any relative matters are not sufficiently detailed or explained in the Contract, the Contractor shall request in writing from Metro a written explanation as may be necessary and shall conform to the explanation given.

GC-04-B Omissions And Misdescriptions

1. The Contractor shall carefully study the Contract; shall verify all figures in the Contract Documents before performing the Work; shall promptly notify Metro of all errors, inconsistencies, and/or omissions that it discovers; and, in instances where such non-conformities are discovered, shall obtain specific instructions in writing from Metro before Contractor's proceeding with the Work. Any Work affected that is performed prior to Metro's decision shall be at the Contractor's risk. The Contractor shall not take advantage of any apparent non-conformity that may be found in the Contract. Metro shall be entitled to make such corrections therein and interpretations thereof as it may deem necessary for the fulfillment of the intent of the Contract. Omissions or misdescription of any Work that are manifestly necessary to carry out the intent of the Contract, or that are customarily performed, shall not relieve the Contractor from performing such Work at no additional expense and/or delay, and such Work shall be performed as if fully and correctly set forth in the Contract.

2. Terms

   Where the terms "as indicated" and "as detailed," or words of similar import are used by themselves, it shall be understood that reference is made to the Technical Specifications or other technical documents provided by Metro, or Contract drawings unless otherwise expressly stated. "Directed," "required," "permitted," "ordered," "designated," "selected," "approve," "accept," "satisfactory," "equal,", "necessary," or words of like import shall be understood to require an identifiable action by Metro unless otherwise expressly stated.

3. References within the Contract

   References to Articles and Subarticles herein are made by citing the Title of the Articles only, e.g., a reference to this particular paragraph would be phased "in the Article entitled 'INTERPRETATION,' which would necessarily be inclusive of all other paragraphs in this Article. However, where a reference is made to other paragraphs within the same Article, the reference is made as in the preceding sentence, i.e., "in this Article." References to other Sections of the Contract are made by citing the title of the Section.

GC-05 AUTHORITY OF THE CONTRACTING OFFICER

Metro has the final approval in all matters relating to or affecting the Work. Except as expressly specified in the Contract, the Contracting Officer may exercise any powers, rights, and/or privileges that have been lawfully delegated by Metro. Metro shall inform Contractor in writing of delegations given by it to the Contracting Officer. Nothing in the Contract shall be construed to bind Metro for acts of its employees and Authorized Representatives that exceed the delegation of Metro specified herein.

GC-06 METRO'S TECHNICAL REPRESENTATIVE (PROJECT MANAGER)

Metro shall provide a Project Manager and/or a technical representative for all technical aspects related to the performance of the Contract. The Contractor shall make such oral or written reports to Metro's technical representative with an information copy to Metro's Contract Administrator as may be requested by Metro or as specifically required by the Contract. ALL CONTRACTUAL MATTERS SHALL BE ADDRESSED TO THE DESIGNATED CONTRACT ADMINISTRATOR.

GC-07 INDEPENDENT CONTRACTOR

The Contractor represents that it is fully experienced and properly qualified to perform the class of Work required for the Contract and that it is properly licensed, equipped, organized, and financed to perform the Work. The Contractor shall be an independent contractor. The Contractor is not an agent of Metro in the performance of the Contract, and shall maintain complete control over its employees and its Subcontractors and Suppliers of any tier. Nothing contained in the Contract or any Subcontract awarded by the Contractor shall create any contractual relationship between any Subcontractor and Metro. The Contractor shall perform the Work in accordance with its own methods, in compliance with the terms of the Contract.

Metro reserves the right of prior approval of all subcontractors and retains the right to request Contractor to terminate any subcontractor, for any reason deemed appropriate by Metro, by so notifying Contractor in writing. Should said notification be submitted to Contractor, it shall terminate said subcontractor immediately.

GC-08 ORGANIZATIONAL AND KEY PERSONNEL

A. Before starting any Work, the Contractor shall submit for Metro review and acceptance, an organization chart showing the proposed organization established by the Contractor for the performance of the Work, including:

   1. Lines of authority, responsibility, and communication;

   2. Office organizations, if any; and

   3. Names, titles, and functions of all supervisory and other key personnel.

B. The Contractor's Project Manager shall supervise and direct the Work, and have overall responsibility for the Work in accordance with the Contract. The Contractor shall be solely responsible for implementation of all Work, means, methods, techniques, sequences, and procedures and for coordination of all portions of the Work under the Contract.

C. The Contractor shall not reassign such key personnel to other projects without Metro's prior written approval and until a satisfactory replacement has been approved by Metro. The Contractor shall secure the prior written approval of Metro for any change or reassignment of the key personnel, submitting written documentation of the new individuals' qualifications.

D. If Metro provides office space to the Contractor, or requires Contractor to locate its office space in a specific location, then at all times during the performance of Work hereunder, only related Work shall be performed in such office space and Contractor shall not use such office space to perform non-Contract related work.

GC-09 SUBCONTRACTORS AND SUPPLIERS*

GC-09-A Documentation And Acceptance

The Contractor shall submit a copy of all executed subcontracts at any time within fourteen (14) days of execution regardless of value to Metro for fulfillment of the SBE, DBE, DVBE Goals, and a copy of insurance certificates in accordance with the Exhibit to the Form of Contract entitled INSURANCE REQUIREMENTS. Failure to submit subcontracts and certificates within the required time period will result in the Subcontractor’s not being permitted to perform Work on the Project.

GC-09-B Performance Of Work

The Contractor shall:

1. Be responsible to Metro for all acts and omissions of its own personnel, and of Subcontractors, Suppliers and their employees; and

2. Be responsible for coordinating the Work performed by Subcontractors and Suppliers.

Should a portion of the subcontracted Work not be performed in accordance with the terms of the Contract, or if a Subcontractor commits or omits any act that would constitute a breach of the Contract, the Subcontractor shall be replaced and shall not again be employed on the Program.

GC-09-C Acceptance Of Substitution Of Subcontractor

1. The Contractor shall notify Metro in writing of any proposal to substitute a Subcontractor in place of a Subcontractor listed in the Contractor's Qualification/Proposal. Prior to such substitution the Contractor shall secure

the acceptance of Metro. The Contractor shall submit the following information in a form similar to that contained in the Contractor's original Qualification/Proposal.

a. Name of Subcontractor

b. Location and Phone Number of Place of Business

c. Contact Person

d. Subcontractor's License(s) number and expiration date (if applicable)

e. Current Metro Contract Compliance Certification Status (if applicable)

f. The portion of the Services that will be performed by each Subcontractor.

Metro will promptly initiate a review of the information submitted on each Subcontractor and transmit written notification to the Contractor concerning its decision.

2. Metro shall not be responsible for delays incurred by the Contractor because of a timely disapproval by Metro of a Subcontractor proposed by the Contractor, or for the late submittal for acceptance of a Subcontractor to Metro, or because of a Subcontractor's removal from the performance of the Work.

3. The Contractor shall not do any of the following without the prior written consent of Metro:

   a. replace any previously accepted Subcontractor;

   b. permit any previously accepted Subcontract to be assigned or transferred; and/or

4. However, the Contractor may perform the Work itself with qualified personnel, provided written permission is obtained from Metro prior to performance of the Work.

GC-09-D Flow-Down Requirements

1. The Contractor shall incorporate the following into each Subcontract and require insertion of same into all lower-tier Subcontracts:

2. All Articles, Subarticles or portions of the Contract noted by a star (*) shall be included in all Subcontracts of any tier.

3. All provisions required by law, regulation, rule, or the Contract shall apply to subcontracts and shall apply to all subcontracts of any tier.

4. By virtue of signing the subcontract, the following apply:

a. The Subcontractor acknowledges and agrees that all Work being performed by it under the subcontract shall be performed in accordance with the Contractor's Contract with Metro.

b. The Subcontractor agrees that it shall have the same duties and obligations to the Contractor with respect to its performance of its own Work as the Contractor has to Metro under its Contract.

c. The Contractor and the Subcontractor agree that Metro is the third party beneficiary of the Subcontract and shall have the right to enforce all of the terms of the Subcontract for its own benefit. All guarantees and warranties, express or implied, shall inure to the benefit of both Metro and the Contractor during the performance of the Work; upon final completion of the Work, such guarantees and warranties shall inure to the benefit of Metro.

The Contractor and the Subcontractor agree that nothing contained in the Subcontract shall be deemed to create any privity of the Contract between Metro and the Subcontractor, nor does it create any duties, obligations, or liabilities on the part of Metro to the Subcontractor except those allowed under California Law. In the event of any claim or dispute arising under the subcontract and/or the Contractor's Contract with Metro, the Subcontractor shall look only to the Contractor for any payment, redress, relief, or other satisfaction. The Subcontractor hereby waives any claim or cause of action against Metro arising out of the subcontract.

GC-09-E This Article does not and shall not operate to relieve the Contractor of any duty or liability under the Contract nor does it create any duty or liability on the part of Metro. The Contractor shall have sole responsibility for promptly settling any disputes between its Subcontractors and between the Subcontractors and any of their Subcontractors.

GC-09-F No Subcontractor shall be permitted to perform the Work under the Contract until it, or the Contractor, has supplied satisfactory evidence of required insurance to Metro, in compliance with the Exhibit to the Form of Contract entitled INSURANCE REQUIREMENTS.

GC-10 PERMITS

Except for any permits furnished by Metro, the Contractor shall be fully responsible for identifying and obtaining, at its own expense, all necessary licenses and permits required for the timely prosecution of the Work.

The Contractor acknowledges that prior to entering into the Contract or any CWO it familiarized itself with the requirements of all applicable federal, state, county, and municipal laws, codes, rules, and regulations, as well as the conditions of any required licenses and permits, in effect at time of execution of the Contract or issuance of any CWO. The Contractor shall be responsible for complying with all of the foregoing, at its sole expense and without any increase in the TCP or CWO Price or Contract or CWO Period of Performance set forth in the Form of Contract or CWO on account of such compliance, regardless of whether such

compliance would require additional labor, equipment, or Goods not expressly stated in the Contract or CWO.

GC-11 GOODS*

GC-11-A The Contractor shall furnish all Goods required to complete the Work, except those designated to be furnished by Metro. Unless otherwise indicated in the Contract or CWO, Goods incorporated into the Work shall be new, of good quality, and of the grade specified for the purpose intended. Unless otherwise specifically stated, reference to Goods or patented processes by trade name, make, or catalog number shall be regarded only as a means of establishing a standard of quality; such references shall not be construed as limiting competition. The Contractor may, at its option, use any Goods or process that is equivalent to that named subject to the prior written acceptance by Metro. Metro shall be the sole judge of the quality and suitability of proposed alternative Goods or processes subject to the right of Metro to accept or reject such alternative.

GC-11-B Any Goods that may be purchased under the Contract shall be transported, handled, and stored by the Contractor in a manner that shall ensure the preservation of their quality, appearance, and fitness for the Work. All Goods shall also be stored in a manner that facilitates inspection.

GC-12 STANDARDS OF PERFORMANCE*

GC-12-A The Contractor shall perform and require its Subcontractors to perform the Work in accordance with the requirements of the Contract and in accordance with professional standards of skill, care, and diligence adhered to by firms recognized for their expertise, experience and knowledge in performing Work of a similar nature. The Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Work, it being understood that Metro will be relying upon such professional quality, accuracy, completeness, and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of the Contract.

GC-12-B Contractor hereby represents that it has made the necessary commitment, that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available or will make the necessary equipment, materials, tools, and facilities to perform the Work in an efficient, professional, and timely manner in accordance with the terms and conditions of the Contract.

GC-12-C All personnel shall have sufficient skill and experience to perform the work assigned to them. Contractor shall ensure that any individual performing work under the Contract requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the Work assigned to them.

GC-12-D If any Work provided by the Contractor is deficient because of the Contractor's or a Subcontractor's failure to perform the Work in accordance with the above

standards, Metro shall report such deficiencies in writing to the Contractor. Metro thereafter may:

1. Have the Contractor re-perform such Work at the Contractor's own expense; or

2. Have such Work performed in accordance with the Article entitled TERMINATION FOR DEFAULT herein, by others and the costs thereof charged to and collected from the Contractor.

GC-12-E Corrected or re-performed Work shall be subject to the above standards of performance.

GC-12-F The Contractor shall provide such specific standards of performance as may be set forth in individual CWOs as agreed to by the parties. If parties cannot agree Metro shall unilaterally establish them.

GC-12-G Metro shall have the right, in its absolute discretion, to require the removal of Contractor's personnel at any level assigned to the performance of the Services or Work, if Metro considers such removal necessary in the best interests of the Program and requests such removal in writing. Such personnel shall be promptly removed from the Project by the Contractor at no cost or expense to Metro. Further, an employee who is removed from the Project for any reason shall not be re-employed on the Program.

GC-13 UNAUTHORIZED ACTIONS*

Any action taken by the Contractor or its Subcontractors not in conformance with the terms and conditions of the Contract will be considered as unauthorized and at the sole expense of the Contractor. Contractor or its Subcontractors will not be compensated for any actions deemed by Metro to be unauthorized. No extensions of time will be granted under the Contract or CWO due to unauthorized actions.

No Metro employee or officer, except the Contracting Officer, may authorize any Amendments to the Contract, issue a CWO or make Revisions to CWOs.

GC-14 PERIOD OF PERFORMANCE

A. Neither party hereto shall be considered in default in the performance of its obligations with respect to schedule, to the extent that the performance of any such obligation is prevented or delayed by an excusable delay. Should Contractor's Work be delayed by an excusable cause, Contractor's schedule for completion of tasks affected by such delay may be extended. Excusable delays may include, but are not limited to, Acts of God or acts or failures to act of government agencies or Metro in either their sovereign or contractual capacities; fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, civil disturbance; but, in every case, the failure to perform must be reasonably beyond the control, and without the fault or negligence of the Contractor.

B. Within 30 days after the last day of delay, the Contractor shall furnish Metro with detailed information concerning the circumstances of the delay, the number of days actually delayed, the appropriate Contract references, and the measures taken to prevent or minimize the delay. Failure to submit such information shall be sufficient cause for denying the delay claim.

GC-15 INSPECTION OF WORK (ACCEPTANCE)*

GC-15-A Metro reserves the right to inspect all and every part of the Work at any time during the performance and after completion, at its discretion.

GC-15-B If the Work or any parts thereof have not been performed in accordance with the Contract, the Contractor will be notified in writing that such Work is rejected. Thereupon, the Contractor shall take the necessary corrective action. Metro shall not be obligated to make any inspections, however, and neither the inspection of the Work, nor the lack thereof, shall relieve the Contractor of its responsibility for performing and providing the Work in accordance with the terms of the Contract.

GC-15-C Metro shall not be deemed to have accepted the Contractor's performance of the Work unless Metro or its designated representative has given written notice of final acceptance of the Work to the Contractor. No payment in whole or in part shall be construed to be an acceptance of the Work.

GC-15-D Metro shall have access, at all reasonable times, to the Contractor's calculations, supporting materials, data, and information concerning the Work, including computer programs and printouts, which Metro determines are required to review the Work properly and expeditiously. The Contractor shall furnish sufficient and convenient facilities for such inspection and review, and shall grant Metro's designated representatives free access at all reasonable times to all locations where the Work is performed.

GC-15-E Prior to the release of Work or issuance of a CWO, Metro and the Contractor shall determine which required reports will be submitted to Metro in draft form before final submission of the report.

GC-16 FINAL ACCEPTANCE*

GC-16-A Final Acceptance Of Work

When the Contractor determines that all Work as authorized in the Contract or CWO is fully completed including all required submissions and deliveries to Metro specified in the Contract or CWO, the Contractor shall give Metro a written Request for final Contract or CWO Acceptance within ten (10) working days thereafter, specifying that the Work is completed and the date on which it was completed. Within ten (10) days after the receipt of the Request for Final Contract or CWO Acceptance, Metro will commence a final review of the Work and, within 60 days will either:

1. Give the Contractor a final Contract/CWO Acceptance; or

2. Advise the Contractor in writing of any outstanding item or items which must be furnished, completed or corrected at the Contractor's cost.

Upon submittal of the request for final Contract/CWO Acceptance, the Contractor shall make no additional charges for Work under the Contract/ CWO. Metro shall not pay for any additional charges or be liable for any costs incurred after the date of receipt of the request for final Contract/CWO Acceptance of Contract/CWO Work.

This procedure shall comply with Metro's procedure entitled Services Contract Close-out in effect at the time of the request for Final Acceptance and shall be repeated until such time as Metro is satisfied that GC-17-B Final Acceptance of CONTRACT

GC-16-B Final Acceptance Of Contract

When Metro determines that all Work authorized under the Contract has been completed and Metro requires no further work from Contractor, or the Contract is otherwise terminated or expires in accordance with the terms of the Contract, Metro shall give the Contractor written notice that the Contract will be closed out. Contractor shall submit all outstanding Billings, Work submittals, Deliverables, reports or similarly related documents as required under the Contract and any CWO, within ninety (90) days of receipt of notice of Contract close-out. Upon Metro's receipt of Contractor's submittals under this Article, Metro shall commence a closeout audit of the Contract within one hundred twenty (120) days after final submission of the last Contractor's or Subcontractor's overhead rates and will either:

1. Give the Contractor final Contract acceptance; or

2. Advise the Contractor in writing of any outstanding item or items which must be furnished, completed or corrected at the Contractor's cost.

This procedure shall comply with Metro's procedure entitled Services Contract Close-out. Notwithstanding the final Contract/CWO Acceptance the Contractor will not be relieved of its obligations hereunder, nor will the Contractor be relieved of its obligations to complete any portions of the Work, the non-completion of which were not disclosed to Metro (regardless of whether such nondisclosures were fraudulent, negligent, or otherwise); and the Contractor shall remain obligated under all those provisions of the Contract which expressly or by their nature extend beyond and survive final Contract and/or CWO Acceptance.

GC-16-C Any failure by Metro to reject the Work or to reject the Contractor's Request for final Contract or CWO Acceptance as set forth above, shall not be deemed to be Acceptance of the Work by Metro for any purpose nor imply Acceptance of, or agreement with, the Contractor's Request for final Contract and/or CWO Acceptance.

GC-17 SAFETY*

GC-17-A The Contractor shall at all times conduct its operations in such a manner as to avoid risk of bodily harm to persons or damage to property. The Contractor shall promptly take all reasonable precautions to safeguard against such risks and shall make regular safety inspections of its operations. The Contractor shall be solely responsible for the discovery, determination and correction of any unsafe conditions caused by the Contractor‘s performance of the Work.

GC-17-B In addition, the Contractor shall comply with all applicable safety laws, standards, codes, rules, and regulations, including any safety program established by Metro. The Contractor shall cooperate and coordinate with Metro and with other Metro Contractors on safety matters and shall promptly comply with any specific safety instructions or directions given to the Contractor by Metro. Notwithstanding, the construction contractor shall remain responsible for the construction site safety.

GC-17-C The Contractor shall inform its personnel of Metro safety practices and the requirements of Metro's safety program. If any of the Contractor's personnel are required to visit any Worksites, the Contractor shall furnish suitable safety equipment and enforce the use of such equipment by those personnel.

GC-18 WARRANTY*

The Contractor warrants that all Work shall be in accordance with the Contract and shall comply with the Standard of Performance for a period of one year from final acceptance of the Work. In the event of breach of this warranty, the Contractor shall take the necessary actions to correct the breach and the consequences thereof, at the Contractor's sole expense, in the most expeditious manner as permitted by existing circumstances. If the Contractor does not promptly take steps to correct the breach upon notification thereof by Metro, Metro without waiving any other rights or remedies it may have at law or otherwise, may do so or cause others to do so, and the Contractor shall promptly reimburse Metro for all expenses and costs incurred in connection therewith.

GC-19 RIGHTS IN PROPERTY*

GC-19-A Title

1. All property purchased by the Contractor for Metro, shall be hereinafter referred to as Metro Property. Title to Metro Property shall pass to and vest in Metro upon the vendor's delivery and acceptance of such property by the Contractor.

2. Title to Metro Property shall not be affected by its incorporation into or attachment to any property not owned by Metro, nor shall Metro Property become a fixture or lose its identity as personal property by being attached to any real property.

3. The title transferred as described above shall in each case be good, and free and clear from any and all security interests, liens, and/or other

encumbrances. The Contractor shall not pledge or otherwise encumber the items in any manner that would result in any lien, security interest, charge, and/or claim upon or against said items.

4. The Contractor shall promptly execute, acknowledge, and deliver to Metro proper bills of sale or other written instruments of title in a form as required by Metro; said instruments shall convey to Metro title to material free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.

GC-19-B Metro Property shall be used only for performing Work on the Contract or CWO, unless otherwise provided in the Contract or approved by Metro's Contract Administrator.

GC-19-C PROPERTY ADMINISTRATION

1. The Contractor shall be responsible and accountable for all Metro Property provided under the Contract and shall submit an inventory list, or revised list, in a form acceptable to Metro's Contract Administrator within thirty (30) days of acquisition of Metro Property.

2. The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Metro Property in accordance with sound business practice.

3. If damage occurs to Metro Property, the Contractor shall replace the items not otherwise covered by any warranties, or the Contractor shall make the necessary repairs at Metro's direction, all at no additional charge to Metro.

GC-19-D Metro and all its designees shall have access at all reasonable times to the premises in which any Metro Property is located for the purpose of inspecting Metro Property.

GC-19-E Upon completing the Contract or CWO or at such earlier dates as may be fixed by Metro: (1) the Contractor shall prepare and submit a final inventory list of all Metro property which includes the property's description, location and condition, and; (2) the Contractor shall prepare for shipment, and deliver F.O.B. destination, Metro property as may be directed or authorized by Metro.

GC-20 EXTENSION OF TIME

GC-20-A The Contractor will be granted an extension of time for any portion of a delay in completion of the Work caused by acts of a public enemy, wars, civil disturbances, fires, floods, earthquakes, epidemics, quarantine restrictions, freight embargoes, strikes, weather more severe than normal, any other cause not in the reasonable control of the Contractor or acts of God, providing that the:

1. Aforesaid causes were not foreseeable and did not result from the fault or negligence of the Contractor;

2. Contractor has taken reasonable precautions to prevent further delays owing to such causes; and

3. Contractor notifies Metro in writing of the cause(s) for the delay within five (5) days from the beginning of any such delay.

GC-20-B Claims for additional compensation shall be limited to the costs incurred during a Metro approved extension of time measured at end of period of performance not at time of delay.

GC-20-C An extension of time will not be granted for a delay described above caused by a shortage of Goods, except Metro-furnished Goods, unless the Contractor supplies Metro with documented proof that it made every effort to obtain such Goods from every known source within reasonable distance of the Work. The Contractor shall also submit proof, that the inability to obtain such Goods when originally planned, did in fact cause a delay in final completion of the Work that could not be compensated for by revising the sequence of its operations. Only the physical shortage of Goods will be considered as a basis for an extension of time. No consideration will be given to any claim that Goods could not be obtained at a reasonable, practical, or economical cost, unless it is shown to the satisfaction of Metro that:

1. Such Goods could have been obtained only at exorbitant prices or;

2. The prices were entirely inconsistent with current rates, taking into account the quantities involved and the usual practices employed in obtaining such quantities; and

3. Such facts could not have been known or anticipated at the time the Contract or CWO was executed.

GC-20-D In case the Contractor is actually and necessarily delayed by any act or omission on the part of Metro, or others under contract with Metro and providing that the Contractor notifies Metro in writing within five (5) days from the beginning of any such delay, specifying the act or omission causing such delay, the time for completion of the Work shall be extended accordingly, and an adjustment shall be made to the TCP or CWO Price for any increase in the cost of performance of the Services or Work (excluding profit) necessarily caused by such delay. If the delay in the performance of the portion of Work described in the Contractor's five (5) day notice has been similarly delayed by Contractor-induced causes, including but not limited to the fault or negligence of the Contractor or any of its Subcontractors, the time for completion of the Work will be extended for the period of any such concurrent delay with no adjustment to the TCP or CWO Price.

GC-20-E Within thirty (30) days after the last day of a delay, the Contractor shall supply Metro with detailed information concerning the circumstances of the delay, the number of days actually delayed, the appropriate Contract and CWO references, and the measures taken to prevent or minimize the delay. Failure to submit such information shall be sufficient cause for denying the delay claim. Metro will ascertain the facts and the extent of the delay; its findings thereon will be final

and conclusive unless the Contractor disputes the decision. All time extensions must be approved by Metro prior to Contract or CWO Final Acceptance.

GC-20-F No extension of time will be granted under this Article for any delay in which remedies are included or excluded by any other provision of the Contract. Only the actual delay necessarily resulting from the causes specified in this Article shall be grounds for extension of time. In case the Contractor is delayed at any time or for any period by two or more of the causes specified in this Article, the Contractor shall not be entitled to a separate extension for each one of the causes; only one extension will be granted for the entire delay.

The Work shall continue and be carried on in accordance with all the provisions of the Contract. The Contract shall remain in full force and effect during the continuance and until the completion and Final Acceptance of the Services or Work covered by the Contract or CWO, unless formally suspended or terminated in accordance with the terms of the Contract. Permitting the Contractor to finish the Work, or any part thereof, after the time fixed for completion or after the date to which the time for completion may have been extended and/or making payments to the Contractor after any such periods shall not constitute a waiver on the part of Metro of any rights under the Contract.

GC-20-G Neither the granting of an extension of time beyond the date fixed for the completion of any part of the Work nor the performance and Acceptance of any part of the Work after the time specified for the completion of the Work shall be deemed to be a waiver by the authority of Metro's right to terminate the Contract or CWO for abandonment or failure to complete within the total time specified or to impose and deduct damages as may be specified.

GC-20-H In all cases that the Contractor either claims or intends to claim a delay, the Contractor shall submit to Metro at the earliest possible date and supplement thereafter as information becomes available:

1. An analysis of the impact of the claimed delay event upon the Contractor's then current Schedule, identifying the affected activities and the actual impacts; and

2. Proposals to minimize the effects of the claimed delay.

GC-21 CHANGES

GC-21-A The term "Change(s)," as used herein, means substitutions, additions, or deletions which result in revisions to the Contract or CWO. Change does not mean work performed by the Contractor to correct defective Work caused by the Contractor's negligent acts, errors or omissions.

GC-21-B Metro may at any time, and from time to time without invalidating the Contract or CWO, make Changes in the Scope of Work. Metro and Contractor will endeavor to reach mutual agreement regarding costs and Schedule associated with the Change; however, Metro reserves the right to direct the Contractor to perform the Changed Work. Such Changes, including any increase or decrease in the amount of the Contractor's compensation and/or the period of performance, shall

be incorporated into the Contract or CWO through the issuance of a Contract Amendment or CWO Revision. All of the provisions of the Contract shall apply to Changes. Upon receipt of a Contract Amendment or CWO Revision, approved by Metro, the Contractor shall continue performance of the Scope of Work as modified by the Amendment.

GC-21-C If a Fixed Fee as defined in the Compensation and Payment section is a part of the compensation for the Contract or CWO, it is the agreed intent of the parties that the Fixed Fee is an amount fixed at the inception of a CWO with respect to the Work planned and Scheduled as set forth in the Scope of Work and is not intended to vary with actual costs for the Work. A Contract Amendment or CWO Revision issued hereunder may, but will not automatically; result in a Change to the Fixed Fee.

GC-21-D Contractor's Cost and Schedule Proposal: The Contractor shall submit a Contractor's Cost and Schedule Proposal (utilizing the Form 60 provided in Compensation and Payments Provisions) to Metro within ten (10) days after receipt of a change request. The proposal shall detail price and scheduling information showing all of the cost and time ramifications of the Changes shown in the request. If any prices or other aspects are conditional, such as orders being made by a certain date or the occurrence of a particular event at a specified time, the Contractor shall identify these conditions in its proposal. The components to be used by the Contractor in preparing the proposal shall be those set forth in the Compensation and Payment Provisions and shall be presented in such a manner that all elements of the proposal can be easily identified and certified upon request. The submittal shall include certified current cost or pricing data as described in the Article entitled AUDITS herein.

GC-21-E **Contract Amendment Or CWO Revision:**

A Contract Amendment shall be agreed to by the Parties to reflect changes in the Contract terms and/or Scope of Services.

When the Contractor's compensation for a Change and the required adjustments, if any, to the Total Contract Price or CWO Price and/or Schedule have been determined, a Contract Amendment or CWO Revision will be issued containing the following items:

1. The total Contract/CWO adjustments to be made.

2. A statement that it is Metro's intention to treat the items described therein as Changes in the Work.

3. Scheduling requirements, time extensions, prices, and all costs of any nature arising out of each Change and a Certificate of Current Cost or Pricing Data.

4. A statement that the adjustment to the Total Contract Price or CWO Price, if any, includes all amounts to which the Contractor is entitled as a result of the events giving rise to the CWO Revision.

The execution of a Contract Amendment or CWO Revision by both parties shall be deemed to be an agreement to all Changes in Contract terms and/or Scope of Services and costs and time of performance related to each Change. There will be no reservation of rights by either party on a bi-lateral Contract Amendment or CWO Revision.

For all Contract Amendments or CWO Revisions greater than or equal to one-hundred-thousand dollars ($100,000), an Ethics Declaration must be submitted by the Contractor.

GC-21-F Except as expressly provided herein, no order, statement, or conduct of any person shall be treated as a Change under the Contract or a CWO or entitle the Contractor to any adjustment under the Contract or a CWO.

GC-22 AUDIT SOFTWARE

At the request of Metro, the Contractor, Subcontractors and Suppliers shall allow installation of computer assisted audit techniques (CAAT) software supplied by Metro on its computer systems during the audit of Metro's contract. In lieu of installation of CAAT software on the Contractor's, Subcontractor's or Supplier's Home Office computers, a verified backup copy of its computer systems' database(s) can be supplied. Upon reasonable advance notice, the Authorized Auditors shall have access at all reasonable times to this software, database or verified copy for the purpose of auditing and verifying the Contractor's costs claimed to be due and payable hereunder. Prior to the start of an audit, the CAAT software will be supplied to the Contractor, its Subcontractors and Suppliers to allow for testing and review on its computer system. Once the audit is complete, the software will be removed from the Contractor's, its Subcontractors' and its Suppliers' computer system. The software will be installed permanently at the Program Office in order to assist the Authorized Auditors in the review of the Program Office costs.

GC-23 NOTICE OF INTENT TO CLAIM AND CLAIMS

A. The Contractor shall give to Metro a written notice of potential claim within five (5) days of any act or event for which it intends to seek adjustment in the Contract/CWO price, terms, or schedule. The written notice shall set forth the basis of the claim and an estimate of any costs involved. The claim shall be filed within 30 days of the act or event and shall be in sufficient detail to allow Metro to evaluate the claim. The Contractor shall also furnish any additional information relating to the claim as Metro may request. Failure of the Contractor to comply with these requirements shall be sufficient cause for denying the Contractor's claim.

B. Metro shall, within 30 days of the receipt of the claim, render a decision or provide an estimate of when a decision will be made. If no decision is made within 30 days of the filing of the claim, or within any extended period mutually agreed to in writing by the parties, the claim shall be deemed rejected by Metro. The Contractor shall proceed diligently with performance

of the Contract/CWO, pending resolution of any claim or appeal or action ensuing under the Contract/CWO.

GC-24 RESOLUTION OF DISPUTES

The Parties shall use their best efforts to resolve disputes under the Contract by submission of the dispute to Metro's Contract Administrator and the Contractor's Contract Administrator. If a dispute cannot be resolved at this administrative level, the Parties may mutually agree to utilize an alternative dispute resolution (ADR) process such as arbitration, mediation, or other recognized ADR process for settling a dispute.

GC-25 SUSPENSION*

GC-25-A The requirements of this Article are in addition to other audit, inspection, and record keeping requirements specified elsewhere in the Contract.

GC-25-B If Metro notifies Contractor that work on a particular portion of the Project will be suspended for a period to exceed one hundred eighty (180) days, Contractor shall immediately notify Metro that key personnel working on that portion of the work can either:

(1) Be moved to support another portion of the Program, as approved by Metro, or

(2) Be released because there is no need for the services of the specific key personnel on the Program

If suspension is less than one hundred eighty (180) days, Contractor and Metro shall agree upon the short-term duties of all affected personnel.

GC-25-C The Contractor shall comply immediately with any written order it receives from Metro suspending the Work and take all reasonable steps to minimize costs allocable to the Work covered by the suspension during the period of suspended Work. The Contractor shall resume performance of the suspended Work upon expiration of the notice of suspension, or upon direction of Metro.

GC-25-D The Contractor shall be allowed an equitable adjustment in the TCP and CWO Price (not to include profit) and/or an extension of the Contract or CWO Time, directly attributable to any suspension and/or to recover reasonable costs incurred during suspension, provided that the Contractor makes a Claim as provided in the Article entitled NOTICE OF INTENT TO CLAIM AND CLAIMS herein. However, no adjustment shall be made under this Article for any suspension, delay or interruption to the extent that Contractor's performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment or an extension of time is provided for or excluded under any other term or condition of the Contract.

GC-25-E Submittal of an RFC by the Contractor for an equitable adjustment of the TCP or CWO Price or the Contract or CWO Time extension shall be filed in compliance with the Article entitled CHANGES herein; and within twenty (20) days after the end of the Work suspension. The provisions of this Article shall only apply if a written order of suspension is issued by Metro.

GC-25-F Metro will make partial payments against costs authorized by Metro and incurred by the Contractor in connection with the suspended portion of the Contract or CWO, so long as the aggregate of such payments does not exceed the authorized value of the Contract or CWO.

GC-26 TERMINATION FOR CONVENIENCE OF METRO*

GC-26-A The performance of the Services or Work under the Contract or a CWO may be terminated at any time, in whole or in part, as determined by Metro in its sole discretion. Such termination will be accomplished by delivery of a Notice of Termination to the Contractor, specifying the extent to which performance of the Services or Work under the Contract or CWO shall be terminated and the date upon which such termination shall become effective.

GC-26-B After receipt of a Notice of Termination, except as otherwise directed by the AUTHORITY, the Contractor shall:

1. Stop Work under the Contract or a CWO on the date and to the extent specified in the Notice of Termination.

2. Place no further orders or Subcontracts for Goods or Work, except as may be necessary for completion of such portions of the Services or Work expressly excluded from the Notice of Termination.

3. Communicate any Notice of Termination to the affected Subcontractors and Suppliers, and any other parties, at any tier.

4. Terminate all orders and Subcontracts that relate to the performance of the Work terminated by the Notice of Termination.

5. Settle outstanding liabilities and Claims arising out of such termination of orders and Subcontracts, with the acceptance of Metro if required (which acceptance shall be final for the purposes of this Article).

6. Assign to Metro in the manner, at the times, and to the extent directed by Metro all of the rights, titles, and interests of the Contractor under the orders and Subcontracts so terminated; in which case Metro will have the right, at its sole discretion, to settle or pay any or all Claims arising out of the termination of such orders and Subcontracts.

7. Transfer title and deliver to Metro in the manner, at the times, and to the extent directed by it:

a. Work in process, completed Work, and other Goods procured as a part of, or acquired in connection with, the performance of the Work terminated; and

b. The completed or partially completed plans, drawings, information, and other items that would have been required (per the Scope of Services and Scope of Work) to be furnished to Metro if the Contract or a CWO had been completed.

8. Use its best efforts to sell the Goods of the types referred to above in the manner, at the times, to the extent, and at the price(s) directed or authorized by Metro, providing that the:

   a. Contractor is not required to extend credit to any purchaser;

   b. Contractor may acquire any such Goods under the prescribed conditions; and/or

   c. Proceeds of any such transfer or disposition are applied or otherwise credited to reduce payments made by Metro to the Contractor under the Contract or CWO.

9. Take any action that may be necessary, or that Metro may direct, for the protection and preservation of the property related to the Contract that is in the possession of the Contractor and in which Metro has or may acquire an interest.

10. Comply with all other requirements of Metro as may be specified in the Notice of Termination.

11. Complete performance of that portion of the Work that has not been terminated by the Notice of Termination, as applicable and in accordance with the Contract.

GC-26-C If the termination is for the convenience of Metro, Contractor shall submit a final invoice within 60 days of termination and upon approval by Metro, Metro shall pay Contractor a percentage of the total Contract price based on the percentage of the Work completed prior to the effective date of termination and other costs reasonably incurred by the Contractor to implement the termination.

GC-26-D Upon failure of the Contractor to submit its termination claim within the time specified, Metro will determine the amount due the Contractor, if any, on the basis of information available, and will pay the Contractor the amount so determined. Such payment shall constitute payment in full for the Work performed under the Contract or CWO. Any allowable costs incurred prior to the date of termination shall be handled in accordance with the Compensation and Payment Provisions.

GC-26-E Subject to the provisions of the above Subarticle, the Contractor and Metro may agree upon the total or partial amount to be paid to the Contractor by reason of the total or partial termination of the Work pursuant to this Article. The Contract

or CWO will be amended or revised accordingly and the Contractor will be paid the agreed-upon amount. Nothing in the following Subarticle, which deals with the failure to reach agreement on the total amount to be paid to the Contractor, shall be deemed to limit, restrict, or otherwise determine or affect the amount that may be agreed upon pursuant to this Subarticle.

GC-26-F In the event of failure of the Contractor and Metro to agree on the total amount to be paid the Contractor by reason of the termination of Work pursuant to this Article, Metro will pay the Contractor the amounts determined by Metro as follows, exclusive of any amounts agreed upon in accordance with the preceding Subarticle:

1. The Contract or CWO Price allocable to the portion of the Work properly performed by the Contractor as of the date of termination, including overhead, and Fixed Fee or profit, as determined in accordance with the Compensation and Payment Provisions, reduced by any sums previously paid to the Contractor.

2. The cost of settling and paying Claims arising out of the termination of the Work under Subcontracts or orders as specified above, exclusive of the amounts paid or payable on account of Goods delivered or Work furnished by Subcontractors prior to the effective date of the Notice of Termination of Work under the Contract or CWO, which amounts are included in Subarticle E of this Article.

3. Profit on the cost of Work performed is included in the amount determined in Subarticle E of this Article. However, if the Contractor would have sustained a loss on the entire Contract or CWO had it been completed, the Contractor shall not be entitled to a profit and the settlement will be reduced to reflect the indicated rate of loss.

4. The reasonable cost of preserving and protecting property will also be paid, as well as any other reasonable costs incidental to the termination of the Work under the Contract or a CWO, including those reasonable expenses incurred to determine the amounts due.

GC-26-G Except to the extent that Metro will have otherwise expressly assumed the risk of loss, the fair value (as determined by Metro) of property that is destroyed, lost, stolen, or damaged (so as to become undeliverable to Metro or other buyer as described above) shall be excluded from the amounts paid to the Contractor.

GC-26-H In arriving at the amount due the Contractor under this Article, retention shall be made for the following:

1. The amount of the Claim that Metro may have against the Contractor in connection with the Contract or a CWO; and

2. The agreed upon price for and/or proceeds from the sale of Goods or other items acquired or sold by the Contractor that have not been otherwise recovered by or credited to Metro.

GC-26-I Under such terms and conditions as it may prescribe and at its sole discretion, Metro may make partial payments against costs incurred by the Contractor in connection with the terminated portion of the Contract or a CWO whenever Metro decides that the aggregate of such payments is within the amount to which the Contractor is entitled hereunder. If the total of such payments is in excess of the amount finally agreed-upon or determined to be due under this Article, such excess shall be payable by the Contractor to Metro upon demand, together with interest at a rate equal to that set forth in California Code of Civil Procedure Section 685.010.

GC-26-J The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this Article. Payment to the Contractor in accordance with this Article shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of Metro provided in this Article are in addition to any other rights and remedies provided by law or under the Contract.

GC-26-K Anything contained in the Contract or a CWO to the contrary notwithstanding, a termination under this Article shall not waive any right or claim to damages that Metro may have; Metro may pursue any cause of action that it may have by law or under the Contract.

GC-27 TERMINATION FOR DEFAULT*

GC-27-A Metro may terminate the Contractor's Work, in whole or in part, for default under any of the following circumstances:

1) Failure or refusal of the Contractor to perform any obligation required under the Contract or a CWO, or violation of any duty required of the Contractor under the Contract or a CWO.

2) Bad faith by the Contractor.

3) Violation by the Contractor of an order or requirement of Metro authorized by or within the scope of the Contract or a CWO.

4) Abandonment of the Contract or a CWO by the Contractor.

5) A filing by or against the Contractor of a petition in bankruptcy, reorganization, insolvency, conservatorship, or similar proceeding.

6) Failure of the Contractor to pay any amounts owing to any persons performing any portion of the Work, or the failure of the Contractor to pay its debts incurred on the Contract as they become due, providing that such failure continues for a period of ten (10) working days after written notice to the Contractor by Metro.

7) The attachment, levy, execution, or other judicial seizure of any portion of the Contractor's property, or any substantial portion of the other assets of the Contractor, which is not released, expunged, or discharged within a period of ten (10) working days.

8) Material failure to comply with any law, ordinance, rule, regulation, or order of a legal authority applicable to the Contractor, the Services, the Work, the Contract, a CWO, the Program or the Project.

9) Failure to indemnify any party that the Contractor is obligated to indemnify under the Article entitled LIABILITY AND INDEMNIFICATION herein or elsewhere under the Contract.

10) Failure to promptly correct or re-perform rejected Work.

11) Conviction of the Contractor or any of its officers, partners, principals, or employees for a violation of any federal, state or local safety law or regulation, or for a crime arising out of, or in connection with, the Work to be done or payment to be made under the Contract.

GC-27-B If Metro determines the Contractor is in default of the Contract or CWO, Metro will so notify the Contractor by issuing a Cure Notice describing the default. If the Contractor fails to cure the default within five (5) days after receipt of such Cure Notice, or if the default cannot be cured within five (5) days, and the Contractor fails to commence to cure within five (5) days and diligently proceed to cure within the time Metro determines to be necessary, Metro may, by written notice, terminate the Contractor's right to proceed under all or such part of the Contract or CWO as Metro at its sole discretion deems to be in its best interest. Whether or not the Contract or a CWO or any part thereof is terminated, the Contractor shall be liable for any damage to Metro resulting from the Contractor's default.

GC-27-C Upon receipt of a Notice of Termination for default from Metro, the Contractor shall:

1) Stop all Work under the Contract or a CWO on the date and to the extent specified in the Notice of Termination.

2) Place no further orders or Subcontracts for Goods or Work, except as may be necessary for completion of such portions of the Services or Work expressly excluded from the Notice of Termination.

3) Communicate any Notice of Termination to the affected Subcontractors and Suppliers, and any other parties, at any tier.

4) Terminate all orders and Subcontracts that relate to the performance of Work terminated by the Notice of Termination.

5) Comply with all other requirements of Metro as may be specified in the Notice of Termination.

GC-27-D Upon Metro's termination of the Contract or CWO because of the Contractor's default under the Contract or a CWO, Metro shall have the right to complete the Work by whatever means and methods it deems advisable. Metro will not be

required to obtain the lowest prices for completing the Work, but shall make such expenditures that, in Metro's sole judgment, best accomplish such completion.

GC-27-E If the termination is due to the failure of the Contractor to fulfill its contractual obligations, Metro may take over the Work, and complete the Work by contract or otherwise. In such case, the Contractor shall be liable to Metro for any reasonable costs or damages occasioned to Metro thereby. The expense of completing the Work, or any other costs or damages otherwise resulting from failure of the Contractor to fulfill its obligations, will be charged to the Contractor and will be deducted by Metro out of such payments as may be due or may at any time thereafter become due to Metro. If such costs and expenses are in excess of the sum which otherwise would have been payable to the Contractor, then the Contractor shall promptly pay the amount of such excess to Metro upon notice of the excess so due.

GC-27-F If the Contract or CWO is terminated as specified in this Article, Metro may require that the Contractor transfer title to and deliver the following items to Metro as directed: any Goods, fixtures, plans, drawings, information, reports, estimates, Contract or CWO rights and other items that the Contractor has specifically produced or acquired for the terminated portion of the Contract or a CWO and would have been required to be furnished to Metro if the Contract or a CWO had been completed. The Contractor also shall, at its sole expense, protect and preserve property in its possession in which Metro has an interest.

GC-27-G If, after the notice of termination for failure to fulfill Contract obligations, it is determined that the Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of Metro. In such event, adjustment shall be made as provided in Article entitled TERMINATION FOR CONVENIENCE herein.

The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this Article. Payment to the Contractor in accordance with this Article shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of Metro provided in this Article are in addition to any other rights and remedies provided by law or under the Contract.

GC-28 ASSIGNMENT*

GC-28-A The Contractor shall not assign, transfer, convey, or otherwise dispose of the Contract or a CWO (or the right, title, or interest in it or any part of it) without the prior written consent and endorsement of Metro, which consent shall not be unreasonably withheld.

GC-28-B No right under the Contract shall be asserted against Metro, in law or in equity, by reason of any assignment of the Contract, or any part thereof, unless authorized by Metro as specified in this Article.

GC-28-C Any assignment of proceeds of the Contract shall be subject to all proper setoffs and withholdings in favor of Metro and to all deductions specified in the Contract or CWO. All monies withheld, whether assigned or not, shall be subject to being

used by Metro for completion of the Work, pursuant to the terms of the Contract. In the event that Metro consents to such assignment of monies, written notice thereof shall be given by the Contractor to Metro at least ten (10) days before payment is due.

GC-29 ENVIRONMENTAL COMPLIANCE

GC-29-A The Contractor shall include the requirements of the following Subarticles in every Subcontract that is more than one hundred thousand dollars ($100,000) and shall take such action as Metro directs to enforce these requirements.

GC-29-B The Contractor shall comply with all air, water, and noise pollution provisions set forth in the Scope of Services or Scope of Work.

GC-29-C Air Quality Control

1. The Contractor shall comply with all applicable standards, orders, and requirements issued under the Clean Air Act (42 USC § 7401); all applicable standards of the State of California; and all clarifications, mitigation measures, and any other requirements approved by Metro in accordance with state and federal laws.

2. The Contractor shall comply with all rules, regulations, and ordinances of the South Coast Air Quality Management District (SCAQMD) and statutes of the State that apply to any Work performed pursuant to the Contract or CWO, including any air quality control rules, regulations, ordinances, and statutes specified in Section 11017 of the California Government Code. Contractor, Subcontractors, and Suppliers shall submit evidence to Metro that the governing air quality control criteria are being met; such evidence will be retained by Metro.

3. In the absence of applicable air quality control rules, regulations, ordinances, or statutes governing solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the Contract or CWO, the Contractor shall comply with the applicable material requirements of the SCAQMD. Containers of paints, thinner, curing compound, or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.

4. The Contractor shall comply with California state law regarding pollution controls in purchasing new motor vehicles with Project funds.

5. Material to be disposed of shall not be burned.

GC-29-D Water Quality:

The Contractor shall comply with all applicable standards, orders, and requirements issued under the Clean Water Act (33 USC § 1251); all applicable water standards of the State of California; and all clarifications, mitigation measures, and any other requirements approved by Metro in accordance with state and federal laws.

GC-29-E Environmental Protection Agency Regulations

1. The Contractor shall comply with all applicable regulations (40 CFR Part 15) of the Environmental Protection Agency (EPA).

2. The Contractor shall not use any facility in the performance of the Contract or CWO that is listed on the EPA List of Violating Facilities, unless and until the EPA eliminates said name of such facility from said listing. The Contractor shall promptly notify Metro of the receipt of any communication from the Director, Office of Federal Activities, EPA (or any successor agency), indicating that a facility to be used by the Contractor is under consideration for listing on the EPA List of Violating Facilities. The Contractor shall also report violations to Metro, to the FTA, and to the EPA Assistant Administrator for Enforcement.

GC-29-F Energy Conservation:

The Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6321). Refer to the Scope of Services or the Scope of Work for energy conservation measures.

GC-30 HISTORICAL, ARCHAEOLOGICAL, PALEONTOLOGICAL, AND SCIENTIFIC DISCOVERIES*

All things of historical, archaeological, paleontological, or scientific interest encountered by the Contractor during performance of the Work shall be reported immediately to Metro. Work in the vicinity of the discovery shall be halted in order to preserve and protect it until its significance can be determined by Metro. Metro will issue instructions to the Contractor with respect to the disposition of the discovery.

GC-31 THE CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC*

1. Metro shall review and approve all Metro related copy proposed to be used by the Contractor for advertising or public relations purposes prior to publication. The Contractor shall not allow Metro related copy to be published in its advertisements and public relations programs prior to receiving such approval. The Contractor shall ensure that all published information is factual and that it does not in any way imply that Metro endorses the Contractor's firm, service, and/or product.

2. The Contractor shall refer all inquiries from the news media to Metro, and shall comply with the procedures of Metro's Public Affairs staff regarding statements to the media relating to the Contract or the Work.

3. If the Contractor receives a complaint from a citizen or the community, the Contractor shall inform Metro about what action was taken to alleviate the situation.

4. The Contractor shall not publish information or technical data acquired or generated by the Contractor in performing the Contract until such time as such information or technical data is released in published reports by Metro or otherwise authorized by Metro.

GC-32 WHISTLEBLOWER REQUIREMENTS*

GC-32-A The Contractor shall not adopt any rule, regulation or policy preventing an employee from disclosing information to a government or law enforcement agency, where the employee believes the information discloses violation or noncompliance with a state or federal regulation; nor shall an employer retaliate against an employee for taking such actions as set forth in the California Labor Code Sections 1101 et. seq.

GC-32-B The Contractor shall post and maintain all Metro Phone Hotline literature provided by Metro ("Hotline Literature") at place(s) of performance during the term of the Contract. All Hotline Literature is to be posted in prominent locations that are highly visible and accessible to Contractor's employees. Contractor shall not hinder or coerce its employees from using Metro Phone Hotline to voice ideas, suggestions, or concerns relative to the performance of any Metro contract. The Contractor shall provide access to Metro representatives for the purpose of verifying Contractor's adherence to this section. In the event Metro inspection finds the Contractor has failed to comply herewith, the Contractor shall correct such failures including, but not limited to, replacing Hotline Literature and sponsoring training sessions, with Metro representatives, on the use of Metro Phone Hotline.

GC-33 COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT*

The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act in performing the Work under the Contract.

GC-34 SEVERABILITY*

In the event any Article, section, Subarticle, paragraph, sentence, clause, or phrase contained in the Contract or CWO shall be determined, declared, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, such determination, declaration, or adjudication shall in no manner affect the other Articles, sections, Subarticles, paragraphs, sentences, clauses, or phrases of the Contract or CWO, which shall remain in full force and effect as if the Article, section, Subarticle, paragraph, sentence, clause, or phrase declared, determined, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, was not originally contained in the Contract or CWO.

GC-35 GOVERNING LAW*

The Contract has been negotiated between Metro and the Contractor and shall be subject to the laws of the State of California.

By entering into the Contract, the Contractor consents and submits to the jurisdiction of the Courts of the State of California, County of Los Angeles, over any action at law, suit in equity, and/or other proceeding that may arise out of the Contract.

GC-36 PUBLIC RECORDS ACT*

GC-36-A All records, documents, drawings, plans, specifications and other information relating to conduct of Metro's business, including information submitted by the Contractor shall become the exclusive property of Metro and shall be deemed public records. Said materials are subject to the provisions of the California Public Records Act (Government Code sections 6250 et. seq.). Metro's use and disclosure of its records are governed by this Act. Metro will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act.

GC-36-B In the event of litigation concerning the disclosure of any information submitted by the submitting parties, Metro's sole involvement will be as a stakeholder, retaining the information until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be responsible for any and all fees for prosecuting or defending any action concerning the information, and shall indemnify and hold Metro harmless from all costs and expenses including attorneys' fees, in connection with any such action.

GC-37 LIABILITY AND INDEMNIFICATION*

GC-37-A Indemnification for Non-Design Professional Work

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless Metro, its subsidiaries, and any of their respective members, directors, officers, employees and agents, from and against any and all Claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to workers compensation suits, breaches of contract and any fees of accountants, attorneys or other professionals arising out of, or resulting from any act, omission, fault or negligence of the Contractor or any of its officers, Authorized Representative, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them, in connection with or relating to, or claimed to be in connection with or relating to, the Services, the Work, the Contract, or the Program, including but not limited to any costs or liability on account of:

1. Personal injury to or death of any person (including employees of the parties to be indemnified) or for damage to or loss of use of property (including property of Metro); and

2. Metro's reasonable reliance upon the use of data or other information provided or delivered by the Contractor pursuant to the Contract or CWO.

The indemnification specified in this Article shall apply even in the event of the act, omission, fault or negligence whether active or passive, of the party or parties to be indemnified, but shall not apply to Claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses arising from the willful misconduct of, or defects in design furnished by, the party or parties to be indemnified. Metro shall not be responsible for any negligence, willful misconduct or defects in design caused and/or furnished by the Contractor.

The indemnification specified in this Article shall survive termination or closeout of the Contract, CWO or Final Payment thereunder and is in addition to any other rights or remedies that Metro may have under the law or under the Contract. In the event of any Claim or demand made against any party that is entitled to be indemnified hereunder, Metro may at its sole discretion reserve, retain, and/or apply any monies due the Contractor under the Contract or CWO, for the purpose of resolving such Claims; provided, however, that Metro may release such funds if the Contractor gives Metro reasonable assurance that Metro's interests will be protected. Metro shall, at its sole discretion, determine whether such assurance is reasonable.

Claims against the indemnified parties by any employee of the Contractor, its Subcontractors, Suppliers, anyone directly or indirectly employed by any of them, and/or anyone for whose acts any of them may be liable shall not in any way limit the Contractor's indemnification obligation as set forth above, including the amount and/or type of damages, compensation, and/or benefits payable by or for the Contractor or its Subcontractors under workers' compensation acts, disability benefit acts, and/or other employee benefit acts and/or insurances.

GC-37-B Indemnification for Design Professional Work

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless Metro, its subsidiaries, and any of their respective members, directors, officers, employees and agents, from and against any and all Claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to workers compensation suits, breaches of contract and any fees of accountants, attorneys or other professionals arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of the Contractor or any of its officers, Authorized Representative, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them, in connection with or relating to, or claimed to be in connection with or relating to, the Services, the Work, the Contract, or the Program, including but not limited to any costs or liability on account of:

1. Personal injury to or death of any person (including employees of the parties to be indemnified) or for damage to or loss of use of property (including property of Metro); and

2. Metro's reasonable reliance upon the use of data or other information provided or delivered by the Contractor pursuant to the Contract or CWO.

The indemnification specified in this Article shall not apply to Claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses arising from the willful misconduct of, or defects in design furnished by, the party or parties to be indemnified. Metro shall not be responsible for any negligence, recklessness or willful misconduct or defects in design caused and/or furnished by the Contractor.

The indemnification specified in this Article shall survive termination or closeout of the Contract, CWO or Final Payment thereunder, and is in addition to any other rights or remedies that Metro may have under the law or under the Contract. In the event of any Claim or demand made against any party that is entitled to be indemnified hereunder, Metro may at its sole discretion reserve, retain, and/or apply any monies due the Contractor under the Contract or CWO, for the purpose of resolving such Claims; provided, however, that Metro may release such funds if the Contractor gives Metro reasonable assurance that Metro's interests will be protected. Metro shall, at its sole discretion, determine whether such assurance is reasonable.

Claims against the indemnified parties by any employee of the Contractor, its Subcontractors, Suppliers, anyone directly or indirectly employed by any of them, and/or anyone for whose acts any of them may be liable shall not in any way limit the Contractor's indemnification obligation as set forth above, including the amount and/or type of damages, compensation, and/or benefits payable by or for the Contractor or its Subcontractors under workers' compensation acts, disability benefit acts, and/or other employee benefit acts and/or insurances.

GC-37-C Third Party Liability

Nothing contained in the Contract or CWO is intended to or shall have the effect of creating any rights in any third party against Metro. The inclusion of the Contract or any part thereof in any other document shall not be deemed to be creating or incorporating any obligation, duty, or liability on the part of Metro. The Contractor shall indemnify the AUTHORITY in accordance with the provisions of this Article against any claim made by any third party claiming rights under the Contract.

GC-37-D Joint Severable Liability

If the Contractor is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of the Contractor that are assumed under or arise out of the Contract. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of the Contractor contained in, resulting from or assumed under the Contract, and the failure to give any such notice shall not affect or impair such venturers or partners joint and several liability hereunder.

GC-37-E Professional Liability

The Contractor shall be responsible for the professional quality, technical accuracy, completeness and coordination of all Work furnished by the Contractor

(including the Work performed by Subcontractors on the basis provided herein) under the Contract or CWO. In addition to any other remedies provided Metro under the Contract, CWO or at law, the Contractor or Subcontractor shall correct or revise at no additional cost or fee to Metro any defective Work caused by the Contractor's or Subcontractor's negligent acts, errors or omissions in the performance of the Work hereunder. Neither Metro's inspection of, nor failure to inspect, review, accept, make payment for, any of the Work required under the Contract shall be construed to relieve the Contractor or Subcontractor of its obligations and responsibilities under the Contract or CWO for any negligent acts, errors and omissions in its performance of Work hereunder, nor operate as a waiver of any of Metro's rights under the Contract or of any cause of action arising out of the performance of the Contract. The Contractor or Subcontractor shall be and remain liable to Metro in accordance with applicable law for all damages to Metro caused by any failure of the Contractor or Subcontractor to comply with the terms and conditions of the Contract or CWO, or by the Contractor's or Subcontractor's negligent acts or errors or omissions in the performance of the Contract or CWO. With respect to the performance of Work by Subcontractors, the Contractor shall use its professional judgment, care and prudence in approving and accepting such Work but shall also take all action necessary to ensure correctness/accuracy of Subcontractors work. The Contractor warrants that the Work performed hereunder is of high professional quality and has been performed in full conformity with all codes, rules, regulations and statutory requirements.

In the event that the Contractor fails to perform its obligations under this Article (or under any other warranty or guarantee under the Contract) within the specified time and to the reasonable satisfaction of Metro, Metro shall have the right to correct and/or cause to be re-performed any defective or non-conforming Work and any Work of third parties damaged by such defective or non-conforming Work or the correction or re-performance thereof. The Contractor shall be obligated to fully reimburse Metro upon demand for any expenses incurred hereunder.

GC-37-F Investigation Of Potential Negligence

Contractor shall pay for all costs associated with its investigation of any negligence alleged against it under the terms and conditions of the Contract, unless there is a finding that the Contractor was not negligent; in which case Metro shall only pay for the reasonable cost of the Contractor's staff time to investigate the alleged negligence. Where it has been determined Contractor was in fact negligent, Contractor shall be responsible for and charged with Metro's staff time to investigate or review any alleged negligence by the Contractor, or any construction change order request, request for information, or claim related thereto, which shall not include third party costs.

The Contractor shall be a participant in the review of any construction change order request, request for information, or claim which alleges or involves potential Contractor negligence, and shall not be responsible for or charged with any claims for delay by the Construction Manager or any construction Contractor unless the Contractor has been given a reasonable opportunity to participate in the review.

GC-37-G The Contractor acknowledges that the rights and remedies of the AUTHORITY specified in this Article are in addition to and do not limit any rights or remedies of Metro, afforded by the Contract or by law.

GC-37-H Warranty

Contractor Warranties: Contractor warrants that: it is aware of and understands the hazards which are presented to persons, property and the environment in the performing of transportation, storage, remediation and disposal Work as described within the Scope of Work of the Contract or CWO. It will transport, store, remediate and dispose of such materials in full compliance with all applicable governmental laws, regulations and orders. If the Scope of Work requires off-site storage or disposal, the selected storage and disposal facilities described in the work plan are now appropriately licensed and permitted to store and dispose of the waste, materials or hazardous substances detailed within the work plan. In the event the storage or disposal facility loses its permitted status hereafter during the terms of the Contract or CWO, Contractor will promptly notify Metro of such loss.

GC-37-I Indemnification - Environmental Impairment Losses

Environmental Impairment Losses (in addition to the indemnification provisions of the Contract). It is agreed that the Contractor, at the Contractor's sole cost and expense, shall indemnify and hold harmless Metro from and against the full amount of any and all present and future Environmental Impairment Losses that may arise out of the negligent performance of the activities or Work provided by the Contractor under the Contract or CWO. The term "Environmental Impairment Losses" shall mean any and all loss, liability, expense or damage (including, without limitation, all attorneys' fees and costs and all other professional or contractors' fees and costs), incurred by Metro under federal, state or local environmental law as a result of the activities conducted by the Contractor under the Contract or CWO.

GC-37-J Environmental Indemnity

In addition to any other indemnification provisions of the Contract, Contractor shall indemnify, defend and hold harmless Metro, its subsidiaries, and all of their officials, officers, agents, employees, and contractors, from and against any and all present and future liability, loss, cost, damage, and expense of every kind and nature, including, but not limited to, clean up costs, releases or substances resulting from acts of Contractor, failure to recognize or report the existence, quantity, or location of substances, remedial work required under any federal, state, or local law, regulation, or ordinance, contractors' fees, and attorneys' fees, resulting, directly or indirectly, from any negligent act or omission of Contractor, or any employee, Subcontractor, or Supplier of t Contractor, in the performance or failure to perform any work carried out, wholly or in part, pursuant to the Contract or CWO.

GC-38 RIGHTS IN TECHNICAL DATA, PATENTS AND COPYRIGHTS*

GC-38-A All documents and materials prepared or developed by the Contractor and its subcontractors pursuant to the Contract shall become the property of Metro without restriction or limitation on their use and shall be made available upon request, to Metro at any time. Original copies of such shall be delivered to Metro upon completion of the Work or termination of the Work. The Contractor shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the written approval of Metro.

GC-38-B Metro shall have the right to use, duplicate, modify or disclose the technical data and the information conveyed therein, in whole or in part, in any manner whatsoever, and to have or permit others to do so except as limited by the Article entitled PUBLIC RECORDS ACT herein.

GC-38-C The Contractor shall agree to grant to Metro and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free license to publish, translate, reproduce, deliver, and use as they deem fit all technical data covered by copyright supplied for the Contract. No such copyrighted matter shall be included in technical data furnished hereunder without the written permission of the copyright owner for Metro to use such in the manner herein described.

GC-38-D The Contractor warrants that the Work and Goods used in providing the Work shall be delivered free of any rightful claim of any third party for infringement of any United States patent or copyright. If a suit or proceeding based on a claimed infringement of a patent or copyright is brought against Metro, the Contractor shall, at its own expense, defend or settle any such suit or proceeding if authorized to do so in writing by Metro, and indemnify and hold harmless Metro, its subsidiaries, agents and employees from all liability, damages, costs, and expenses associated therewith, including, but not limited to, defense costs and attorneys' fees.

When use of these Goods and/or processes is judged to be an infringement and such use is banned, the Contractor, at its own expense, shall, with the concurrence of Metro, do one of the following:

1. Secure for Metro the right to continue using said Goods and/or processes, by suspension of the injunction or by procuring a license(s);

2. Replace said Goods and/or processes, with non-infringing Goods and/or processes;

3. Modify said Goods and/or processes, so that they become non-infringing; or

4. Remove said Goods and/or processes, and refund the sum paid therefor without prejudice to any other rights of Metro.

The preceding subarticles shall not apply to Goods and/or processes furnished to the Contractor by Metro.

For Metro provided software, Metro, at its own cost, shall obtain any required license agreement(s). Metro shall indemnify, hold harmless and defend the

Contractor from and against any and all Liability, damages, costs, and expenses, including but not limited to, defense costs and attorneys' fees, for or by any reason of any actual or alleged infringement of any United States patent or copyright, or any actual or alleged trade secret disclosure, arising from or related to the operation and utilization of Metro provided software, except for the unauthorized use of Metro provided software by the Contractor, its Director, Officers, employees, agents or representatives.

GC-39 SOFTWARE LICENSING AGREEMENT AND PROVISIONS FOR USE*

GC-39-A The Terms Used In This Article Are Defined As Follows:

1. Software: The computer programs and products required to be developed and delivered by the Contractor to Metro under the Contract, in object code (but excludes commercial software developed at private expense and not in the public domain).

2. Source Code Materials: A human-readable copy of the Software and related materials and documentation generated in preparing the Software, including programmer notes, flow charts, logic diagrams, and listings.

3. Documentation: Systems and user manuals sufficient to enable a person skilled in the applicable art to operate, maintain, and support the Software for its intended purposes.

GC-39-B The Contractor shall deliver to Metro the Software, Source Code Materials, and Documentation, in such tape, disk, or hardcopy format as Metro may designate.

GC-39-C The Contractor shall retain ownership of the Software, Source Code Materials, and Documentation with the right to exploit the same, subject to Metro's rights as herein provided. Metro shall place such copyright notices affirming the Contractor's ownership rights as the Contractor may reasonably require on all materials licensed hereunder which are reproduced by Metro.

GC-39-D The Contractor hereby grants to Metro a royalty-free, paid-up, non-exclusive license, in perpetuity, to use duplicate, and disclose the Software, Source Code Materials, and Documentation, and to make modifications of and enhancements to the Software, and permit others (who sign standard nondisclosure agreements) to do the same, but only for governmental purposes and not for any commercial purposes.

GC-39-E Metro shall hold the Software, Source Code Materials, and Documentation in confidence, shall use and disclose them only as expressly authorized herein or as required by law and only to its employees, agents or sublicensees to whom disclosure is necessary or appropriate for the performance and exercise of its rights hereunder, and shall take reasonable steps to ensure that unauthorized persons will have no access to them.

GC-39-F The Contractor warrants that the Software will perform according to the specifications set forth in the Contract, that it is owner of the Software, Source Code Materials, and Documentation that it has the right to convey and grant the

license herein granted to Metro, and that Metro's use thereof as herein contemplated will not infringe any third party's proprietary rights in the United States. The foregoing warranties shall not apply to the extent the Software is modified by Metro.

GC-39-G Upon Metro's request the Contractor shall generate modifications of and enhancements to the Software not required by the Contract, at the Contractor's rates charged for comparable Work to its most favored customers.

GC-40 AGENT TO ACCEPT SERVICE

The Contractor shall maintain within Los Angeles County a duly authorized agent as identified in the Article entitled NOTICE AND SERVICE THEREOF of the Special Provisions to accept service of legal process on its behalf, and shall keep Metro advised of such authorized agent name and address during the duration of the Contract and for three (3) years after Final Payment, or as long as the Contractor has warranty obligations under the Article entitled WARRANTY herein, whichever period terminates later. In the event that no such duly authorized agent is on file with Metro, the Contractor agrees that the Secretary of State of the State of California shall be the Contractor's authorized agent for service of legal process.

GC-41 CONFLICT OF INTEREST*

GC-41-A Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for Contractor, to solicit or secure the Contract and that is has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach of this warranty, or violation of any other prohibition in this Article, Metro shall have the right to terminate the Contract for failure of Contractor to fulfill its Contract obligations.

GC-41-B Contractor agrees that, for the term of the Contract, no member, officer, or employee of Metro, or of a local public body during their employment and for one (1) year thereafter, shall have any interest, direct or indirect, in the Contract, or to any benefit arising thereof as prohibited by Government Code § 1090 and 87100.

GC-41-C The employment by Contractor of personnel on the payroll of Metro for the performance of Work under the Contract will not be permitted, even though such employment may be outside of the employee's regular working hours or on Saturdays, Sundays, holidays, or vacation time. The employment by the Contractor of personnel who have been on Metro payroll within one (1) year prior to the date of Contract award, where such employment is caused by and/or dependent upon Contractor securing the Contract or a related contract with Metro, is also prohibited.

GC-41-D Neither the Contractor nor its employees nor its subcontractors or their employees shall give or offer to give any campaign contribution to any member of Metro in violation of Government Code Section 84308.

GC-41-E The Contractor shall not be permitted to participate in any capacity in contracts, subcontracts or proposals (solicited or unsolicited) which may arise from its performance under the Contract and from any solicitations relating to the Project.

GC-42 COVENANT AGAINST CONTINGENT FEES*

GC-42-A The Contractor warrants that no person or Authorized Representative has been specifically employed or retained to solicit or obtain the Contract in exchange for a contingent fee, except a bona fide employee or Agent. A breach or violation of this warranty shall be considered a breach of Contract pursuant to the Article entitled TERMINATION FOR DEFAULT herein. In addition to any rights and remedies otherwise provided for in the Contractor by law, Metro may deduct from the TCP or consideration, or otherwise recover, the full amount of the contingent fee.

GC-42-B "Bona fide Agent", as used in this Article, means an established commercial or selling entity that is maintained by the Contractor for the sole purpose of securing business and that neither exerts nor proposes to exert improper influence to solicit or obtain Metro contract(s) nor holds itself out as being able to obtain any Metro contract(s) through improper influence.

GC-42-C "Bona fide employee", as used in this Article, means a person who is employed by the Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance and who neither exerts nor proposes to exert improper influence to solicit or obtain Metro contract(s) nor holds itself out as being able to obtain any Metro contract(s) through improper influence.

GC-42-D "Contingent fee", as used in this Article, means any commission, percentage, or other sum that is payable only upon success in securing an Metro contract.

GC-42-E "Improper influence," as used in this Article, means any influence that induces or tends to induce an Metro employee, officer, Contractor, Subcontractor, Authorized Representative, or Consultant to give consideration or to act regarding an Metro Contract on any basis other than the merits of the matter.

GC-43 NO WAIVER

GC-43-A Failure of Metro to enforce at any time, or from time to time, any provision of the Contract shall not be construed as a waiver thereof.

No waiver by Metro of any breach of any provision of the Contract shall constitute a waiver of any other breach or of such provision.

Failure or delay by Metro to insist upon strict performance of any terms or conditions of the Contract, or to exercise any rights or remedies provided herein by law, shall not be deemed a waiver of any right of Metro to insist upon strict

performance of the Contractor's obligations set forth in the Contract, or any of its rights or remedies as to any prior or subsequent default hereunder.

GC-44 CONFIDENTIALITY*

Contractor agrees that for and during the entire term of the Contract, any information, data, figures, records, findings and the like received or generated by the Contractor in the performance of the Contract, shall be considered and kept as the private and privileged records of Metro and will not be divulged to any person, firm, corporation, or other entity except on the direct authorization of Metro. Further, upon termination of the Contract for any cause, Contractor agrees that it will continue to treat as private and privileged any information, data, figures, records and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct written authority of Metro.

The Contractor shall not publish information or technical data acquired or generated by the Contractor in performing the Contract until such time as such information or technical data is released in published reports by Metro.

GC-45 SAFETY AND LOSS PREVENTION *

This Article is to be construed in its broadest sense for the protection of persons and property by the Contractor and no action or omission by Metro, the Contracting Officer, any Authorized Representative or any other person shall relieve the Contractor of any of its obligations and duties hereunder.

A. Metro's Safety Principles

1. Safety is a 24/7 priority
2. Safety is everyone's responsibility
3. Accidents and injuries are preventable
4. Working safely is a condition of employment
5. Training is essential for good safety performance
6. Management is accountable for safety

B. Contractor Responsibilities

The Contractor is responsible for:

1. Complying with all applicable safety Laws
2. Enforcing Worksite safety practices; and
3. The discovery, determination and correction of any unsafe conditions related to the Contractor's performance of the Work or Goods supplied by the Contractor on Metro property.
4. The Contractor shall cooperate and coordinate with Metro and with other METRO Contractors on safety matters and shall promptly comply with

any specific safety instructions or directions given to the Contractor by METRO.

C. Safety Practices

1. The Contractor shall inform its personnel of METRO safety practices and the requirements of Metro's safety program identified in **Metro Safety Manual for Other Than Major Construction**.
2. If any of the Contractor's personnel are required to visit any Worksites, the Contractor shall furnish suitable safety equipment and enforce the use of such equipment by those personnel. The Contractor shall cooperate and coordinate with Metro and with other Metro Contractors on safety matters and shall promptly comply with any specific safety instructions or directions given to the Contractor by Metro.

GC-46 ENGLISH REQUIREMENTS *

At all times, all Contractor personnel on site must have sufficient knowledge of the English language to comprehend safety related directions and requirements. At all times the Contractor shall have a lead representative on site who has sufficient comprehension of the English language to read, write, speak and understand all job related directions and discussions.

End of General Conditions (Services)

COMPENSATION & PAYMENT PROVISIONS (FIRM FIXED PRICE)

Note:

Articles flagged with an asterisk (*) are Flow-down requirements as defined in Article SUBCONTRACTORS AND SUPPLIERS in Contract Document GENERAL CONDITIONS.

CP-01 BASIS OF COMPENSATION *

Contractor will be paid the Contract Price in accordance with the following Articles, the Payment Schedule in the Article entitled COMPENSATION in the Form of Contract and all other applicable terms and conditions of the Contract.

CP-02 PROGRESS PAYMENTS

A. Applicability

This Article applies only if the Payment Schedule in the Contract provides for Progress Payments.

B. Definition

A Progress Payment is a payment of a portion to the Contract Price for partial completion of the Work based upon the Payment Schedule.

C. Application for Progress Payment

Contractor's Applications for Progress Payments ("Applications") shall contain:

1. The original and two copies of the invoice, dated and identifying the Contract Number;

2. A description of the Work completed;

3. Any other documentation Metro requires to process the Progress Payment;

4. The Contractor's signature and certification that the Work has been performed in accordance with the Contract, using the form attached hereto as Exhibit 1; and

5. Signature of Metro's Authorized Representative acknowledging that the Work described in the Application has been done in accordance with the Contract.

6. Certification for Request for Payment attached as Exhibit 1

D. Terms of Payment

1. Contractor shall submit the Application to Metro, based on the Payment Schedule, not later than the 25th day of each month.

2. Metro will make Progress Payments within thirty (30) days after its receipt of an undisputed and properly submitted Application. Upon receipt of an Application, Metro shall:

   a. Review the Application to determine if it is complete and meets Contractual requirements.

   b. Return any Application that is not complete or does not meet Contractual requirements, setting forth in writing the reasons for the determination.

   c. No Progress Payments shall be made for Work not performed in accordance with the Contract.

CP-03 RETENTIONS, ESCROW ACCOUNTS AND DEDUCTIONS

A. Applicability

Except for the Section herein entitled Additional Deductions, this Article applies only if (1) the Payment Schedule in the Contract provides for Progress Payments, as described in the Article herein entitled Progress Payments, and (2) a portion of each Progress Payment will be retained by Metro.

B. Retention

Metro shall retain from each Progress Payment ten percent (10%) of the Progress Payment as part security for the fulfillment of the Contract by the Contractor. However, after fifty percent (50%) of the Work has been completed, if in the sole discretion of Metro, progress on the Work is satisfactory, Metro will not make further deductions on the remaining Progress Payments, except that the amount of the retention withheld shall not at any time thereafter be less than 5% of all of the Total Contract Price, as amended, or as adjusted by Change Orders. However, if Metro thereafter determines that the Work, or progress of the Work, is unsatisfactory, Metro may reinstate, continue or increase retentions in amounts necessary to increase the total retention to an amount not to exceed ten percent (10%) of the Total Contract Price.

C. Substitution of Securities

To ensure performance under the Contract, the Contractor may, at its sole expense, substitute securities equivalent to the retention withheld by Metro. Such securities shall be deposited with an escrow agent approved by Metro, who shall then pay such retention to the Contractor. Upon satisfactory

completion of the Contract, the securities shall be returned to the Contractor. The Contractor shall be the beneficial owner of any security substituted for monies withheld and shall receive any accrued interest thereon. Securities eligible for investment shall include those listed in Government Code §16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and Metro. No such substitution shall be accepted until the Escrow Agreement, securities, and any other documents related to the substitution are reviewed and accepted in writing by Metro.

D. Payment to Escrow Agent

In lieu of substitution of securities as provided above, the Contractor may request and Metro shall make payment of retention earned directly to the escrow agent described in the previous Section at the expense of the Contractor. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities consistent with Government Code §16430 and the Contractor shall receive the interest earned on the investments upon the same terms provided for in this Article for securities deposited by the Contractor. Upon satisfactory completion of the Contract, the Contractor shall receive from the escrow agent all securities, interest and payments received by the escrow agent from Metro, pursuant to the terms of this Article. The Contractor shall pay to each Subcontractor, not later than twenty (20) days after receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention withheld to ensure the performance of the Subcontractor. The escrow agreement used by the escrow agent pursuant to this Article shall be substantially similar to the form set forth in §22300 of the California Public Contract Code.

E. Release of Retention

Release of retention shall be in accordance with the Article herein entitled FINAL PAYMENT.

F. Additional Deductions

Metro may deduct from each Progress Payment any or all of the following:

1. Liquidated Damages that have accrued as of the date of the Application for Progress Payment;

2. Deductions from previously paid Progress Payments, due to Metro's discovery of Deficiencies in the Work or non-compliance with the Specifications or any other requirement of the Contract;

3. Sums expended by Metro in performing any of the Contractor's obligations under the Contract that the Contractor has failed to perform; and

4. Other sums that Metro is entitled to recover from the Contractor under the terms of the Contract including without limitation insurance deductibles and assessments.

   The failure of Metro to deduct any of the above-identified sums from a Progress Payment shall not constitute a waiver of Metro's right to such sums or to deduct them from a later Progress Payment.

CP-04 PAYMENT TO SUBCONTRACTORS *

A. Applicability

This Article applies only if the Contractor has employed Subcontractors.

B. Requirements

1. Progress Payments - Contractor shall pay each Subcontractor under this Contract for satisfactory performance of its Subcontract no later than seven (7) days after its receipt of each Progress Payment from Metro.

2. Final Payment to Subcontractors - The Contractor shall pay to each Subcontractor all amounts it has retained from payments under the Subcontract within seven (7) days after the Subcontractor's Work is satisfactorily completed.

3. Delay in Payment – Contractor shall not delay payment beyond the seven (7) day time limit except for good cause, and only upon the prior written approval of Metro.

C. Failure to Comply

If Metro determines that the Contractor has failed to comply with this Article, Metro may give written notice to the Contractor and the Contractor's Surety describing the default, that the default shall be cured, and if the default is not cured as provided the Article entitled TERMINATION FOR DEFAULT in the GENERAL CONDITIONS of this Contract, the Contract may be terminated for default as provided therein, or Metro may exercise any other remedy it has under the Contract or Law.

CP-05 PAYMENT OF TAXES *

Unless otherwise specifically provided in this Contract, the Contract Price includes compensation for all taxes the Contractor is required to pay by Laws in effect on the date the Contractor's bid was opened. The Contractor shall pay all federal, state, and local taxes, and duties applicable to and assessable against any Work, including but not limited to retail sales and use, transportation, export, import, business, and special taxes. The Contractor shall ascertain and pay the taxes when due. The Contractor will maintain auditable Records, subject to Metro reviews, confirming that tax payments are current at all times.

CP-06 FINAL PAYMENT *

A. Final Acceptance

After Final Acceptance of the Work, as provided in the General Conditions of this Contract, Final Payment will be made as follows:

1. Prior to Final Acceptance of the Contract, as provided in the General Conditions of this Contract, the Contractor shall prepare and submit an Application for Final Payment to Metro including:

   a. The proposed total amount due the Contractor, segregated by items on the Payment Schedule, Amendments, Change Orders, and other bases for payment;

   b. Deductions for prior Progress Payments;

   c. Amounts retained;

   d. List of Claims the Contractor is filing concurrently with the Application for Final Payment, or a statement that no Claims will be filed with the Application for Final Payment; and

   e. List of pending unsettled Claims, stating claimed amounts.

2. Prior Progress Payments shall be subject to correction in Metro's review of the Application for Final Payment. Claims filed with the Application for Final Payment, or at any time thereafter prior to Final Payment, must be otherwise timely under the Contract and applicable Law.

3. Metro will review the Contractor's Application for Final Payment will forward any required changes or corrections to the Contractor. Within ten (10) days after receipt of required changes from Metro, the Contractor will make the changes, and, if applicable, list Claims that will be filed as a result of the required changes, and shall submit the revised Application for Final Payment. Upon acceptance by Metro, the revised Application for Final Payment will become the approved Application for Final Payment.

4. If no Claims have been filed with the initial or any revised Application for Final Payment and no Claims remain unsettled within thirty (30) days after Final Acceptance of the Work by Metro, and agreements are reached on all issues regarding the Application for Final Payment, Metro, in exchange for an executed release, satisfactory in form and substance to Metro, will pay the entire sum found due on the approved Application for Final Payment, including the amount, if any, allowed on settled Claims.

5. The release from the Contractor shall be from any and all Claims arising under the Contract, except for Claims that with the concurrence of Metro are specifically reserved, and shall release and waive all unreserved

Claims against Metro and its officers, directors, employees and Authorized Representatives. The release shall be accompanied by a certification by the Contractor that:

a. It has resolved all Subcontractor, Supplier and other Claims that are related to the settled Claims included in the Final Payment;

b. It has no reason to believe that any party has a valid Claim against the Contractor or Metro which has not been communicated in writing by the Contractor to Metro as of the date of the Certificate;

c. All warranties are in full force and effect; and

d. The releases and warranties shall survive final payment.

6. If any Claims remain open, Metro may make final Payment subject to resolution of those Claims. Metro may withhold from the Final Payment an amount not to exceed one hundred fifty percent (150%) of the amount of the open Claims.

B. Discovery of Deficiencies *****

Notwithstanding Metro's acceptance of the Application for Final Payment and irrespective of whether it is before or after Final Payment has been made, Metro shall not be precluded from subsequently showing that:

1. The true and correct amount payable for the Work is different from that previously accepted;

2. The previously accepted Work did not conform to the Contract requirements; or

3. A previous payment, or portion thereof, for Work was improperly made.

Metro shall not be estopped from demanding and recovering damages from the Contractor, as appropriate, under any of the foregoing circumstances as permitted under the Contract or applicable Law.

CP-07 AUDIT REQUIREMENTS *

A. Applicability

This Section applies to the Contractor, its Subcontractors and Suppliers. The Contractor, its Subcontractors and Suppliers shall be subject to audit at any reasonable time by the Authorized Auditors for;

1. Any Costs proposed for a Modification, or
2. Defective Cost or pricing on the Contract including any Modification.

B. Defined Terms

Audit: audit, examine, verify, review, excerpt, vouch or transcribe Contractor's, Subcontractors' or Suppliers' Records.

Authorized Auditors: Metro employees, any firms appointed by Metro or other authorized agencies acting as agents of a Governmental Entity. For federally funded Contracts, Authorized Auditors shall also include the FTA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives.

Costs: Amounts (both direct and indirect) claimed to be due and payable, or anticipated to be incurred in performing the proposed Modification.

Records: All of the Contractor's, Subcontractors' or Suppliers' Cost or pricing data supporting the Modification or Element thereof, including but not limited to books, data, Records, documents, reports, computations and projections, accounting procedures and practices and other evidence, in all forms (e.g. paper or machine readable media such as disk, tape, etc.) or types (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect the performance of the Work and all Costs claimed to have been incurred or anticipated to be incurred in performing the Work on a proposed Modification. Any information provided by the Contractor, Subcontractor or Supplier on machine-readable media shall be provided in a format accessible and readable by the Authorized Auditors. The detail and depth of Records required as backup support for Audits shall be that which adequately establishes and maintains visibility of both allowable, and identified unallowable costs including directly associated costs.

Reproduce: copy, download, transcribe, print etc. by any means whatsoever free of charge.

C. <u>Access</u>

1. Records

   Upon reasonable written advance notice to the Contractor, Subcontractors or Suppliers, with a copy sent to the Contractor's Authorized Representative, the Authorized Auditors shall have access during Contractor's normal business hours to all Records related to Costs or performance of the proposed Modification for the purpose of Auditing.

2. Worksites

   For any federally funded major capital project, the Authorized Auditors shall include the FTA Administrator or his authorized representatives including any PMO Contractor. Access shall include the Worksite.

D. Records Retention

The Contractor, Subcontractors and Suppliers shall maintain all Records required under this Contract for a period of not less than three years after the date of Termination, in whole or in part or Final Payment, whichever is later. In the event of litigation or settlement of claims arising from the performance of this Contract, the Contractor, Subcontractor and Suppliers shall maintain all Records related to this Contract until Metro or any Governmental Agency or their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto.

E. Reproduction of Records

The Authorized Auditors shall have the right to Reproduce any Contractor, Subcontractor or Supplier Records related to Costs proposed for a Modification. The Contractor, Subcontractor or Supplier shall make said evidence (or to the extent accepted by the Authorized Auditors, photographs, micro-photographs or other authentic reproductions thereof) available to the Authorized Auditors at the Contractor's offices at all reasonable times and without charge.

F. Modifications

The Contractor, Subcontractors or Suppliers shall maintain and segregate Cost and pricing data and Records sufficient to properly reflect all direct and indirect Costs of whatever nature claimed to have been incurred or anticipated to be incurred in connection with a Modification to the Contract.

G. Defective Cost and Pricing Data

FAR 52-215-10 Price Reduction for Defective Cost or Pricing Data and 52.215-11 Price Reduction for Defective Cost or Pricing Data-Modifications shall apply to this Contract. The term Government referred to in the FAR clauses shall include Metro for purposes of this Contract.

H. Disposition of Audit Findings

The Contracting Officer may use all evidence in the Records including the Audit findings to:

1. Negotiate Modifications, or

2. Demand payment from the Contractor or adjust any Contractor's invoice to:

   a. Reduce amounts found by the Contracting Officer to be unallowable costs; or

   b. Adjust for prior overpayments or underpayments.

Contract No. RFP No. PS11357
METRO BIKESHARE

EXHIBIT 1 - PAYMENT CERTIFICATION

1. I hereby certify to the best of my knowledge and belief that:

   A. This Payment Request represents a true and correct statement of the Work performed;

   B. The Work completed to date under this Contract is in full accordance with the terms of the Contract; and

   C. All Subcontractors and/or Suppliers who have performed Work on the project through the closing date of the prior Payment Request have been paid their proportionate share of all previous payments from Metro.

2. I understand that it is a violation of both the federal and California False Claims Acts to knowingly present or cause to be presented to Metro a false claim for payment or approval. A claim includes a demand or request for money. It is also a violation of the False Claims Acts to knowingly make use of a false Record or statement to get a false claim paid. The term "knowingly" includes either actual knowledge of the information, deliberate ignorance of the truth or falsity of the information, or reckless disregard for the truth or falsity of the information. Proof of specific intent to defraud is not necessary under the False Claims Acts. I understand that the penalties under the Federal False Claims Act and State of California False Claims Act are non-exclusive, and are in addition to any other criminal and/or civil remedies which Metro may have either under contract or law.

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

Firm: _____

Signature: _____

Name of Certifying Official: _____

Title: _____

Date of Execution: _____

END OF COMPENSATION & PAYMENT PROVISIONS

EXHIBIT B - STATEMENT OF WORK
METRO BIKESHARE

INTRODUCTION

The Los Angeles County Transportation Authority (Metro) is inviting proposals from qualified proposers interested in providing equipment for implementation, installation, operation, marketing and maintenance of a Regional Bikeshare System. The system will be implemented in the phases.

Initial Authorization
Pilot: YEARS 1-2
Phase I: Downtown Los Angeles Pilot with 65 stations/1,090 bikes (Attachment A).

This two-year phase includes 6 to 9 months of installation and up to 18 months of operations and maintenance (O&M). Contractors are encouraged to consider how the schedule can be expedited without sacrificing quality of service or system launch.

Contingent upon the success of Phase I: Downtown Los Angeles Pilot, funding availability and Metro Board authorization to proceed, Metro may authorize to: 1) extend Phase I O&M and/or 2) expand the Regional Bikeshare system in the following phases:

Potential Subsequent Authorization
Regional Expansion: YEARS 3-6
Year 3
Phase II: Pasadena - 34 stations/490 bikes and O&M (Attachment B)
Year 4
Phase III: Two Expansion Cities/Communities – 65 stations/936 bikes and O&M (Attachment C)
Year 5
Phase IV: Two Expansion Cities/Communities - 53 stations/763 bikes and O&M (Attachment C)
Year 6
Phase V: Three Expansion Cities/Communities - 37 stations/533 bikes and O&M (Attachment C)
Year 7
Bikeshare System Phases I-V O&M

BACKGROUND

The purpose of this solicitation is to select a Contractor team to provide equipment, implement, install, operate, maintain and publicize a network of publicly-available bicycles in a Regional Bikeshare System ("System").

The system shall provide a 24-hour, 365-day per year transportation network that complements other transit and transportation options; to increase multi-modal travel options in Los Angeles County (County); to be accessible to County residents, commuters, students, visitors and tourists alike; to encourage bicycle use as an environmentally friendly and congestion-reducing transportation option; to increase regional transit ridership by offering better connections to/from rail stations and bus stops in the County.

Regional Commitment to Increase Bike Modal Share
Metro and the cities in Los Angeles County are making significant commitments to bicycling and other active transportation modes. Metro provides $20 million a year for cities to implement bicycle and pedestrian projects such as bike lanes and paths in the County through the Call For Projects grant program. Bikeshare would capitalize on these investments. With the implementation of Measure R investments in rail infrastructure, 80% of the population in Los Angeles will be within biking distance of a rail station (3 miles or less). Metro and the cities in the County seek to partner to add Bikeshare to the growing list of transportation options in the region that connect to regional bus and rail transit in addition to serving local trips.

System Ownership and Regional Cooperation
The Bikeshare System will operate under a publicly owned, privately operated model in which Metro owns the system equipment (including stations, bikes, and license to the operating software), while the Contractor operates the system, collects revenues for Metro (including membership fees and user fees) and receives compensation based on a monthly cost per bike including for O&M. The ridership data from the system will be owned by Metro and certain data will be available to the cities and the public 24/7 through a web portal. The system must be expandable within the County and ideally will be capable of an agreed upon level of regional interoperability with other systems in the County by the date of contract award. The Contractor shall also commit to work consistently with Metro and jurisdictions such as Santa Monica and Long Beach that may have a bikeshare system under a different operator to implement a cohesive regional system to the maximum extent feasible.

Funding
Metro is committed to providing up to 50% of capital and up to 35% of operating and maintenance costs of a regional Bikeshare system. The cities and Metro have both committed to provide staff time to manage the contract implementation and promotion of the system. Metro's 50% contribution and the City of Los Angeles' 50% share for capital costs for Phase I: Downtown Los Angeles Pilot area will be covered by an Express Lanes Net Toll Revenue Re-Investment Grant awarded July 2014. The balance of the O&M costs after user fees and other revenues will be the responsibility of the host city through a Memorandum of Understanding with Metro. Advertising or sponsorship revenue shall not be considered or included in the Contractor's proposal. Advertising on the bikes, kiosks, or stations shall be covered under a separate solicitation.

User Fees
The System user fee structure should encourage multiple short duration trips and provide ready access to residents, commuters, students, visitors and tourists. In order to accomplish these objectives, the System should have a minimum of one-hour, daily, weekly, and annual memberships with corresponding rates as well as corresponding low-income subsidized annual memberships and rates. It is also anticipated that an extended use fee should be charged to users after an initial free period of bicycle use. The pricing structure should be clear, straightforward, and well communicated to users. The pricing structure should also be reflective of Metro's goal to address first/last mile gaps and having Bikeshare be an integrated transportation service with bus and rail. The Contractor shall propose a system that utilizes existing Metro fare structure and TAP system as specified in the Statement of Work, Item D1 and further detailed in the Evaluation Criteria, Table 1, Required and Desired Bikeshare System Elements. The user fee structure shall be subject to Metro's final review and approval.

Launch Schedule
Metro anticipates that the first phase of the system will "go live" preferably 6 months but no later than 9 months after a contract is executed. To this end, Metro encourages Contractor to consider how the schedule can be expedited without sacrificing quality of service or system launch. Metro shall inspect and approve each implementation phase prior to the launch. Contractor is responsible for adhering to respective local policies, permitting process and securing appropriate approvals before agreed upon system launch date. Before the "go live" date for the system the Contractor shall perform a Street Test of the System. The street test will assess all of the elements of the System, including but not limited to bicycles, locking mechanisms, stations, station power sources, cellular connectivity, server load, financial systems software and other support systems. At a minimum, the Street Test should comprise five (5) stations each with a minimum of 10 System bicycles, equipment and operations. The Street Test should be in operation for two (2) months. In addition to the Street Test the contractor shall test each station and bicycle in the system prior to going live. The Contractor will be prohibited from commencing further equipment implementation of the System, bicycles and stations, until the Street Test and overall test is complete and identified problems are resolved to Metro's sole satisfaction. The Contractor should anticipate completing all of the System elements necessary for commencement of the System prior to the "go-live" date.

The Contractor should also implement a preview month for annual/monthly members, where the first month of operations is open to members only. This preview month will promote monthly/annual membership signups and to conduct further quality assurance tests and refinements before opening the system to the public.

PROJECT DESCRIPTION/SCOPE OF WORK
The selected Contractor shall provide equipment, implement, install, operate, maintain and market the first phase of an integrated Bikeshare with Metro and be technically and organizationally capable of expanding the system based on the phases proposed within Los Angeles County. The selected Contractor will purchase or manufacture all equipment necessary to implement the system, and to oversee all aspects of installation and conduct system operations, maintenance and repair, for the duration of the contract. Contractor shall be responsible for all of the following:

A. <u>SYSTEM DEVELOPMENT, PROVIDE EQUIPMENT AND INSTALLATION</u>

1. System Ownership. Provide equipment, manufacture and set-up entire system (including installation) to become the property of Metro, including, without limitation, initial equipment and spare parts purchasing, software licensing, equipment and software upgrades, warranty repairs per product industry standards and replacement purchases. Provide industry standard warranties for all equipment.

2. Federal, State and Local Polices and Permits: Contractor is responsible for adhering to local policies, permitting process and securing appropriate approvals before agreed upon system launch date. The Contractor shall work with Metro to comply with Caltrans environmental documentation requirements as needed.

3. Test installation. Provide prototypes and system test. Identify and resolve problems and make improvements. Metro and Cities where stations are located shall inspect and approve each station implementation phase prior to the launch of new stations.

4. Launch. Plan and execute a timely and effective system launch according to the Section F Project Schedule milestones. Assist Metro's launch campaign to promote use of the new system, including branded identity as specified by Metro, provide market insight to assist development of communication strategy around launch, provide high resolution images of system components for use in promotional materials, conduct in-person on-site outreach at stations to encourage sign-ups and train new users.

5. Create e-commerce website and smart phone application for system sign-ups, payments and real-time station/bike location. ECommerce website and app must utilize 'adaptive design' and be accessible/usable on desktop computers, tablets, and mobile devices. ECommerce website must be ADA Section 508 compliant. Work with Metro ITS to ensure PPI/PPC security. Design, branding and language of Ecommerce website must be approved by Metro Communications. Provide regular reports of website traffic and activity to Metro. The website/app, branding, marketing and public relations will be developed in coordination with Metro and participating bikeshare cities. Metro will have final approval of all work product.

6. Provide data feed for integrating certain bike share information into *metro.net*, the Metro mobile applications, City's (where stations are located) websites and applications, and partner sites. The feed must include but may not be limited to the following fields for each station and/or bike: location name, street number, street name, city name, state, zip code, latitude coordinate and longitude coordinate. The feed will include two fields with real-time information including: 1) the available number of bikes at each station and 2) available number of docks for returning bikes at each station. The feed should include historical and live data for further research and policymaking support.

7. Advertising or sponsorship revenue shall not be considered or included in this Statement of Work.

8. Maintenance and Office Facility. Contractor shall provide one or more local maintenance storage and office spaces, as necessary, including provision of maintenance equipment and vehicles. Contractor is encouraged to purchase low or zero emissions vehicles and/or cargo bicycles for rebalancing.

9. Stations. Contractor shall build upon station site analysis performed by Metro and respective city for initially recommended locations. Contractor shall coordinate with Metro and local cities to confirm final suitability of station location. Contractor shall be responsible for securing all permitting for station locations and adhering to all permitting requirements and outlined by local cities.

10. Wireless System. The system should be wireless and solar/battery powered and shall not require wired connections for electrical or communication systems.

11. Bike/Station/Kiosk Ad Space. Metro requires the Contractor to provide space at kiosks, stations, on bicycles, and within electronic media (e.g. website, mobile app) for Metro to accommodate corporate messaging as part of an advertising and/or sponsorship program.

12. Ongoing promotion. Design and implement strategies for ongoing bikeshare system promotion to encourage increased ridership based on user trends, market insight and

knowledge gained from system operation. Assist Metro in implementing ongoing promotional activities by providing on-site outreach element of campaigns.

13. Station Locations. Preliminary bikeshare station locations as identified by Metro and respective jurisdiction is provided in location list and map Attachments A – C. The Contractor must receive final approval from Metro on the final locations. It is the cities responsibility to deliver final bikeshare-ready station locations to the Contractor including providing permits and any other necessary property entitlement. Note: Some or all station locations may be restricted by sponsor agreements, grants awards, and/or municipal requirements.

14. Repair of Damages. Repair or replace any sidewalks, street or other property that is damaged in the course of system installation, including Metro, respective city and/or privately owned property according to timely implementation described in Section E performance requirements.

B. SYSTEM MAINTENANCE AND OPERATION

Ongoing reporting, customer service, accounting, complaint resolution and legal issues associated with system.

1. Software Customization. Contractor shall customize software for tracking, reporting, customer comments and responses, and bicycle allocation as required. Contractor shall maintain and upgrade this software each year to accommodate service enhancements including, but not limited to, integration with Metro's TAP card and future fare media changes and integration with other regional bike share systems. Yearly software upgrades shall be included in the monthly O&M costs.

2. Station Placement and Design. Contractor shall site stations under the advice and approval of Metro and the respective local city. Contractor shall create site plan drawings for station site kiosks that are required for permitting. Station site plan drawings must be approved by Metro, the respective local city, and/or the property owner prior to the request of a final installation permit. Metro has conducted detailed station siting analysis for Phase I and II. See Attachment A - C for all phase areas and suggested locations.

3. Reporting. Contractor shall submit monthly reports to include but not be limited to gross revenues, ridership, and expenses, in a format approved by Metro. At the end of each operating year, the Contractor will be required to submit a detailed income, utilization/ridership, and expense statement for the past year's operation. Contractor shall provide a data portal through which Metro will also have access to generate reports as needed.

4. Open Data. The Contractor shall provide open content data that will allow third party developers to provide applications to assist users in finding bicycles, and stations, and comparing travel and usage information consistent with reports from other US systems such as Chicago and Washington DC.

5. Response to Complaints. All System structures shall contain a conspicuously posted telephone number and web contact, to the Contractor's customer service operations to which the public may direct complaints and comments, and instructions for filing a complaint. The Contractor shall cooperate with Metro and respective local city in

providing a response to any such complaints. The Contractor shall provide a shared database and software platform in which Metro can address complaints from the public, and in which the Contractor can report the resolution of such complaints.

6. Maintenance and Repair. System maintenance shall include, but is not limited to, inspecting, cleaning and removing graffiti and stickers from System structures, removal of debris in and around the System structures, preventive maintenance, inspection and repair or replacement of the system elements including but not limited to terminals, signs, bicycles, concrete or asphalt beneath stations, solar panels, website and software. The Contractor shall address maintenance and repair within the timelines specified in Section E performance requirements.

7. System Balancing. Monitor the location of each bicycle and the status of each dock and redistribute bicycles so that there are bikes and spaces available at each dock at all times.

8. Real-time Communication. Provide system to track bicycle and dock status and populate interactive map with status of bicycles at stations, station locations with optional address and directions, and transit information. Provide iOS and Android App with real time map updates.

9. The Bikeshare program shall require the use of helmets while cycling. The Contractor shall provide options to purchase a Metro Bikeshare branded helmet at the time of initial membership purchase, or when changing or renewing an existing membership. Contractor shall list stores that sell helmets on the Bikeshare website and shall provide a 10% or greater discount if a membership card is shown. Additionally, helmets shall be required for minors (per California law) in membership forms, safety tips on the web and at kiosks. Safety tips language shall state the following: “Always wear a helmet. Helmets dramatically reduce the risk of head injury in a bicycle crash. Riders under 18 are required by California Law to wear a helmet.”

10. Safety Information. Provide safety information to all customers on bicycle rules of the road including taking a lane, riding with traffic, hand signals, yielding to buses, where to find safe biking routes and other bicycle safety guidance. Provide basic safety and bicycle wayfinding information at the kiosks and provide other information through collateral pieces to be made available to users.

11. Adaptive Website Design. Provide and display web pages correctly on all major web browsers and mobile devices/formats. Metro shall have final approval on all web/mobile media.

12. Branding, Marketing, Sponsor Fulfillment and Public Relations. Contractor will manage branding marketing and public relations in cooperation with Metro and cities, and work with respective city to fulfill all obligations of any grants, sponsorships, advertisers and/or donors including placement of corporate messaging as appropriate on bicycles stations or other locations. Metro shall have final approval of all material.

13. Performance Outcomes and Service Level Agreements. The Contractor must meet Performance Requirements as specified in Section E of this Statement of Work.

14. Liquidated Damages: In the event Contractor fails to meet the Project Schedule in Section F or the Performance Requirements in Section E, it must pay Metro the amount below according to the phase for every calendar day of delay.

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Phase 1: DTLA Pilot +65 Stations & O&M (1.5 years)		Phase 2 Pasadena +34 Stations	Phase 3 +65 Stations	Phase 4 +53 Stations	Phase 5 +37 Stations	Full System O&M
$2,510	$2,842	$3,173	$4,038	$6,846	$9,703	$10,839
FY15/16	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	FY21/22

In the event of such delay or failure, Metro shall notify Contractor in writing of any claim for liquidated damages. If Contractor does not correct the performance issue or delay and put the Project in compliance with the Performance Requirements and/or Project Schedule within ten (10) days receipt of the Metro notice, the liquidated damages shall begin to accrue until compliance is reached. Further, liquidated damages shall not accrue if the delay or failure is excusable and not caused by Contractor. Metro shall have the right to deduct any assessed liquidated damages from amounts otherwise due to Contractor.

15. Customer Service. Provide responsive customer services that promote repeat use including timely response to complaints as specified in Section E, Performance requirements.

C. FINANCIAL OPERATIONS

1. Registration. Provide and maintain in full operation a web page and iOS and Android smart phone applications to register, submit credit card data, and execute a user agreement. After registration, members should be able to immediately access a bike at any station. Membership of various durations (such as 30 minutes, hourly, daily, weekly, and/or monthly) shall be available.

2. Walk-Up Utilization. Allow one-time use by walk-up registration at all or designated stations. These stations shall enable walk-up renters to register, submit credit card data, and execute a user agreement.

3. Secure Financial Transactions. Complete secure financial transactions with data input at the web page or terminals. Provide the capability to track whether bicycles are returned during a specified period and accurately assess overtime fees. Financial data must be held securely in a manner that complies with e-commerce regulations, and only accessed by authorized personnel. The Contractor shall develop a security policy, ensure that its security policy is enforced, report any breaches to Metro and develop corrective plan to prevent future breaches. The method for protecting financial data, user names, and addresses, must be Payment Card Industry (PCI) compliant, follow industry standards for e-commerce sites.

4. Fee Collection. Accurately assess and collect fees for failure to return any bicycle within 24 hours or an established time period and clearly communicate rules to user.

2. Revenue. All revenues, including membership fees, user fees, and revenue from other sources, shall be collected by the Contractor on behalf of Metro. All revenue must be remitted to Metro. The Contractor shall be responsible for all revenue from the time it is collected until the time it is deposited to Metro's account.

3. Records. Contractor shall maintain records and make them available to Metro for inspection and auditing.

4. Billing and Compensation. The Contractor shall invoice monthly based on the cost of service, operation, maintenance and repairs. A 10% retention will be held until after the system is live, open to the public and fully operational for 3 months. The monthly cost will cover a reasonable number of station relocations per year (up to 5 for each phase development area). The monthly cost will also cover a reasonable number of station temporary moves (up to 10 for each phase development area) for special events like parades.

5. Regular Operations Review. Contractor shall conduct a tri-annual review of ridership; fees structure and development of recommendations that promote use of the system and reduce or eliminate any operating deficit. The findings of the review shall be published in a report and submitted to Metro on a quarterly basis.

D. SYSTEM EXPANSION INTEROPERABILITY AND REGIONAL COORDINATION

1. TAP System. Contractor shall coordinate with Metro and TAP to integrate the Bikeshare program with the Metro fare structure and TAP system as specified in Item D1 and further detailed in Table 1, Required and Desired Bikeshare System Elements of the Evaluation Criteria Section. Metro will communicate desired level of TAP integration upon notice to proceed issued to selected Contractor. The minimum integration required is capability to use a TAP card/number as a unique membership ID, access card or key fob with the option to increase integration with TAP software and or hardware in a phased approach as specified by Metro.

2. Expansion. Contractor must be able to expand the system within the County as specified in the full build-out of the system including all phases.

3. Cooperation and Interoperability. Contractor shall examine, plan for and implement ways to coordinate operations with proposed Bikeshare systems in Los Angeles County, including Long Beach and Santa Monica. Coordination efforts may include providing technical support through hardware and/or software modifications and may evolve over time.

E. Performance Requirements

Minimum service level requirements are outlined in the Table 1, Performance Requirements Chart.

Table 1 - Performance Requirements Chart

	Performance Indicator (PI)	Description	Measurement Tool	Maximum Threshold Criteria
PI-1	Overall system functionality	Combined total minutes that stations are out of service per week	Central computer database	30 minutes
PI-2	Bicycles in service (in working order)	Percentage of bicycles in service	Central computer database	97% of bicycles
PI-3	Bicycle cleanliness	Percentage of bicycles that are clean and graffiti-free	Extrapolation from field checks by Metro staff	97% of bicycles
PI-4	Station cleanliness	Percentage of stations that are clean	Extrapolation from field checks by Metro staff	97%of stations
PI-5	Graffiti, “scratch-itti,” sticker removal from stations and bicycles	Time taken to remove graffiti, edging, and stickers, etc. after notification	Maintenance logs with photo	24 hours
PI-6	Bicycle distribution	Bicycle-to-dock ratio, total combined minutes stations are completely full or empty	Central Computer database	8 hours per day (system-wide)
PI-7	Customer interaction	Timely response to customer complaints and resolution of issues.	User satisfaction survey, Complaint response logs	85% satisfied customers, 15-minute complaint response for time sensitive issues , 24-hr complaint resolution for all issues.
PI-8	Website in service	Percentage of time that the website is in service	Central computer database	100%

	Performance Indicator (PI)	Description	Measurement Tool	Maximum Threshold Criteria
PI-9	Central computer system in service	Percentage of time that the central computer system will be in service	Central computer database	100%
PI-10	Peak Hours Bicycle Rebalancing	Bicycles shall be redistributed throughout the system as necessary to meet demand. The number of bicycles at any station during peak hours (peak hours being defined herein as 8 am to 8 pm Monday through Friday) shall not be completely full or completely empty. Liquidated damages shall not be assessed if the next closest station in any direction is not full or empty during the same period of time	Central computer database	Stations (or adjacent stations) were available 98% of the time during peak hours
PI-11	Non-Peak Bicycle Rebalancing	Bicycles shall be redistributed throughout the system as necessary to meet demand. The number of bicycles at any station during non- peak hours (non-peak hours being defined herein as 8:01 pm to 7:59 am Monday through Friday as well as Saturday and Sunday) completely full or completely empty	Central computer database	Stations (or adjacent stations) were available 98% of the time during peak hours

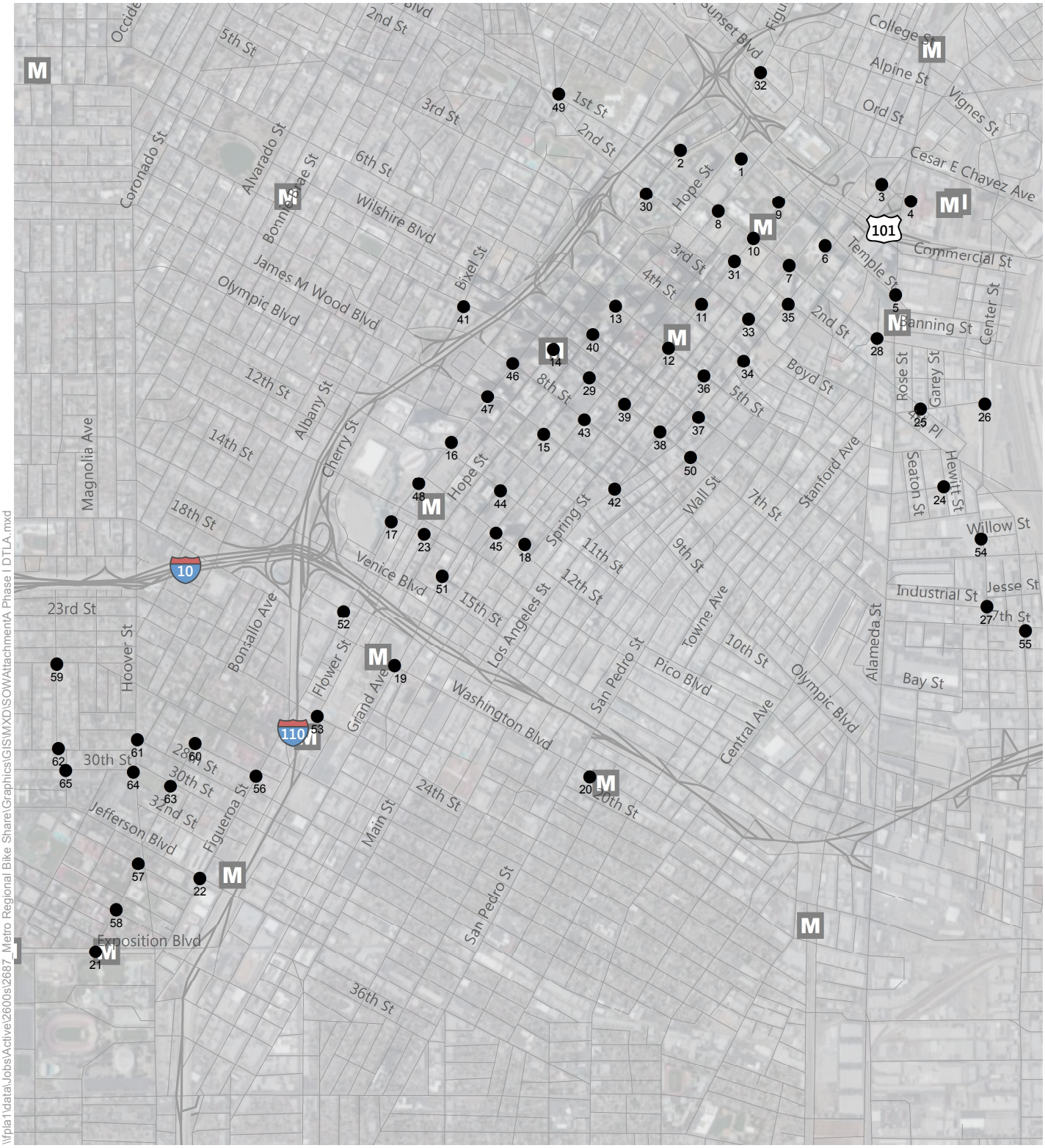
F. <u>Project Schedule—Milestones</u>

The Project Schedule shall be followed for phase I and all subsequent implementation/installation phases.

Table 2 - Project Schedule Chart

	Milestone Description	Deliverables Required	Completion Time (Period Prior to "go live")
1	Initial organization and staffing plan development	Draft organization and staffing plan, Identify a POC staff person.	9 months
2	IT System Plan approval	IT System Plan	9 months
3	Beta test of central computer system	Beta test and demonstration of central computer system, database, and networks	9 months
4	Security Policy approval	Security Policy	9 months
5	Station siting plan development	Station sites selected by Contractor and submitted to Metro for approval	8 months
6	Initiate system test of complete system at 10 stations	Deployment of system and bicycles at10 stations for 2-month test	8 months
7	Bicycle concept prototype delivery	Final prototype bicycle delivered to Metro	8 months
8	Station concept prototype development	Final prototype station delivered to Metro	8 months
9	Bicycle prototype development	Prototype bicycle submitted to Metro	7 months
10	Station prototype development	Prototype station (including docks, user interface, and complete functionality) submitted to Metro	7 months
11	User experience prototype development	Present station and "walk-through" of user interface to Metro	7 months
12	Initial development of website	Beta website for Metro review	7months
13	Development of station siting plans	Detailed station site plans for each site	6 months
14	Initial development of promotions campaign	Draft promotions plan	5 months
15	Initial bicycle redistribution plan development	Draft bicycle redistribution plan	4 months
16	Initial system maintenance and cleaning plan	Draft bicycle and station maintenance and cleaning plan(s)	4 months
17	Final development of promotions campaign	Final promotions plan	4 months

	Milestone Description	Deliverables Required	Completion Time (Period Prior to "go live")
18	Completed System Test	Fully operational and tested live complete website and system with 10 stations	4 months
19	Fully operational central computer system	Fully operational and tested live central computer system	4 months
20	Implementation of promotions campaign	Promotional campaign go-live	3 months
21	Fully operational database and central computer system	Fully operational and tested database and central computer system	3 months
22	Final bicycle redistribution plan development	Final bicycle redistribution plan	2 months
23	Final system maintenance and cleaning plan	Final bicycle and station maintenance and cleaning plans	2 months
24	Final organization and staffing plan development	Final organization and staffing plan	2 months
25	Fully operational accounts system in central computer system	Fully operational and tested accounts system in central computer database	2 months
26	Fully operational subscriptions section of website	Fully operational and tested live subscriptions page on website	2 months
27	Station delivery	All stations delivered for installation	40 days
28	Final bicycle delivery	All bicycles delivered	40 days
29	Implementation of bike redistribution plan	Fully staffed redistribution team and center location(s)	30 days
30	Implementation of organization and staffing plan	Fully staffed and operational back office functions	30 days
31	Implementation of system maintenance and cleaning plan	Fully staffed maintenance and IT team	30 days
32	All stations installed	All stations installed and fully operational	30 days



M Metro Rail Station

Recommended Regional Expansion Stations

- Phase I - 65 Stations

Attachment A

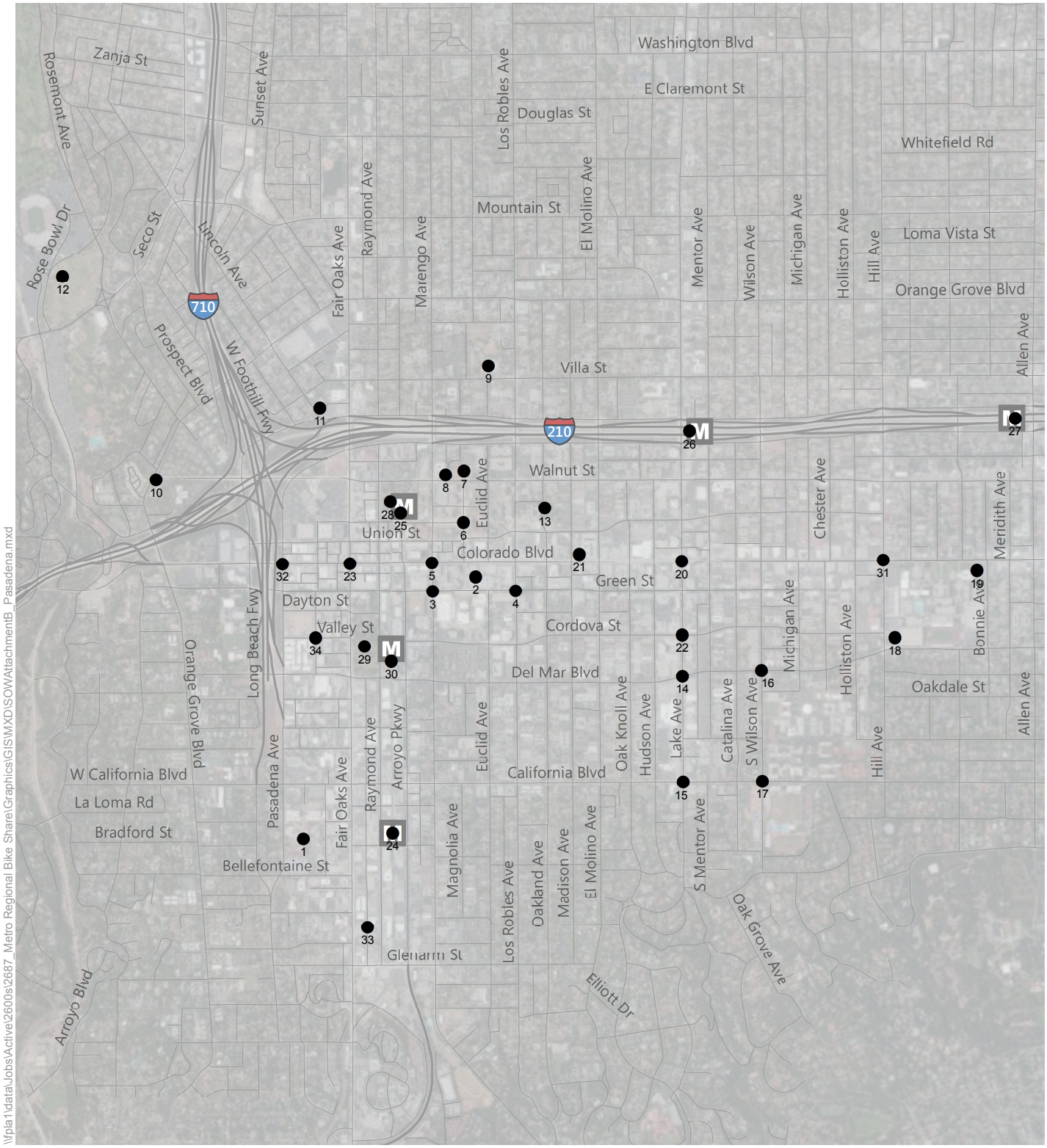
Phase I Pilot
Downtown Los Angeles, CA

Recommended Regional Expansion Stations

Phase I Pilot: Downtown Los Angeles

ID	Station	ID	Station
1	Hope / Temple	34	4th / Main
2	Figueroa / Diamond (Figueroa Plaza)	35	2nd / Main
3	North Main / Olvera	36	5th / Spring
4	Alameda (Union Station)	37	6th / Main
5	Alameda / Temple	38	7th / Spring
6	Main / Temple (City Hall)	39	7th / Hill
7	1st / Spring	40	6th / Hope
8	1st / Grand	41	7th / Bixel
9	Hill / Temple (Grand Park)	42	9th / Main
10	1st / Hill	43	8th / Olive
11	Hill (Angel's Flight)	44	11th / Grand
12	5th / Hill (Pershing Square)	45	12th / Olive
13	5th / Hope stairs (Library)	46	8th / Figueroa
14	7th / Flower (Metro Center)	47	9th / Figueroa
15	9th / Grand	48	12th / Figueroa
16	11th / Figueroa	49	1st / Toluca
17	Pico / Figueroa (Convention Center)	50	7th / Los Angeles
18	12th / Hill (DPW)	51	14th / Grand
19	Washington / Grand (Grand Station)	52	18th / Figueroa
20	Washington (San Pedro Station)	53	23rd / Flower
21	Exposition (Expo Park/USC Station)	54	Willow / Mateo
22	Jefferson / Figueroa (Jefferson/USC Station)	55	7th / Santa Fe
23	Cameron / Flower (Pico Station)	56	27th / Figueroa
24	5th / Hewitt	57	34th / Trousdale
25	3rd / Traction	58	36th / Trousdale
26	3rd / Santa Fe	59	W Adams Blvd / Ellendale Pl
27	Industrial / Mateo	60	W 27th St / University Ave
28	1st / Central	61	W 28th St / Hoover St
29	7th / Grand	62	Ellendale Pl / W 29th St
30	2nd / Figueroa	63	University Ave / W 30th St
31	2nd / Hill	64	McClintock Ave / W 30th St
32	Cesar E Chavez / Figueroa	65	Orchard Ave / W 30th St
33	3rd / Spring		

Note: Tentative locations are for planning purposes only and are subject to relocation based on policy and physical constraints.



M Metro Rail Station

Recommended Regional Expansion Stations

- Phase II - 34 Stations

Attachment B

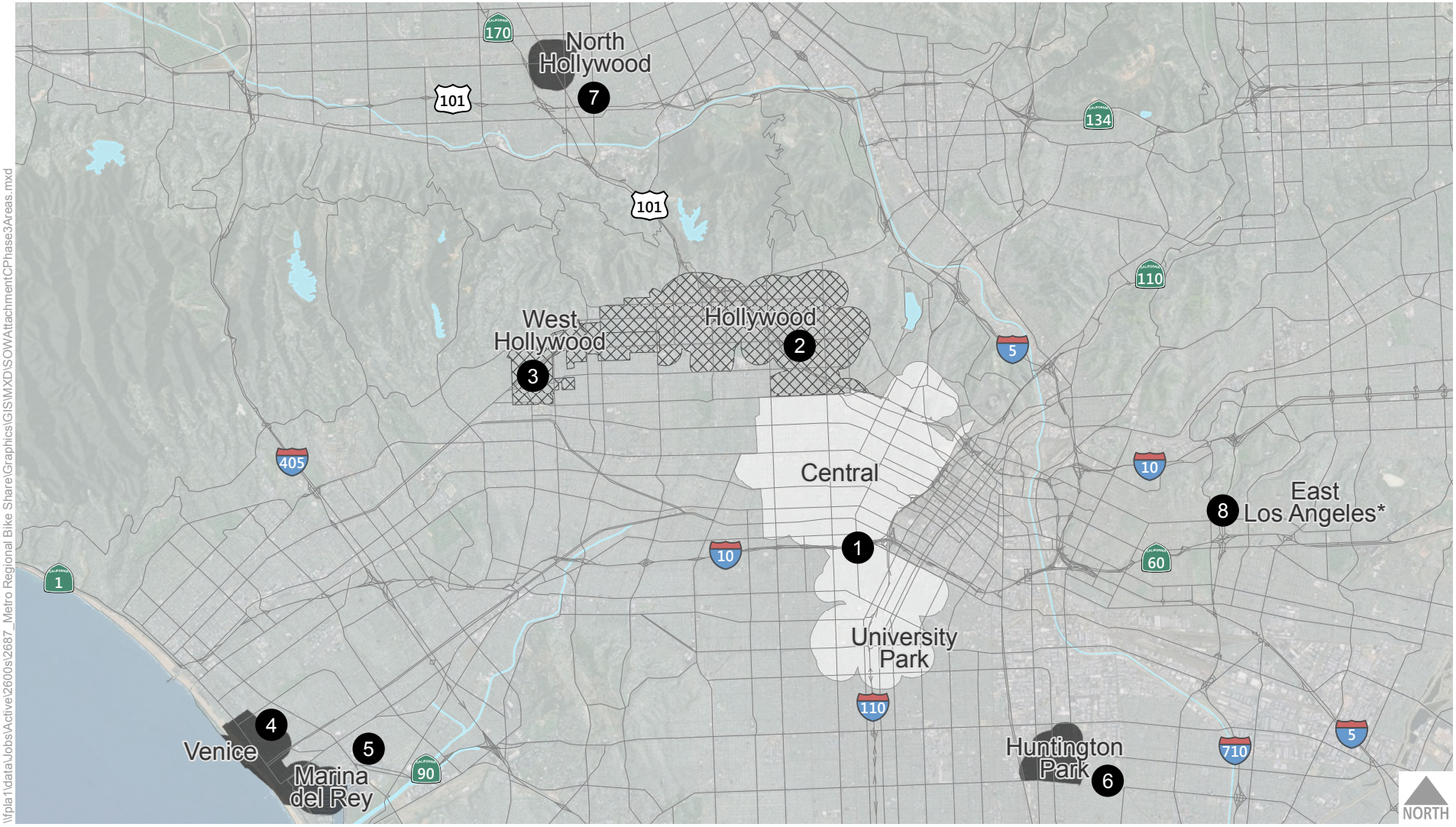
Phase II Regional Expansion Area
Pasadena, CA

Recommended Regional Expansion Stations

Phase II: Pasadena

ID	Station
1	Huntington Hospital
2	Garfield (Paseo Colorado)
3	Green / Marengo
4	Green / Los Robles
5	Colorado / Marengo
6	Garfield / Holly (Pasadena City Hall)
7	Pasadena Library
8	Garfield / Walnut (Library west)
9	Villa / Euclid (Villa Park)
10	Orange Grove / Walnut
11	Lincoln / Eureka / Maple
12	Arroyo (Rose Bowl)
13	Union / Oakland (Fuller Seminary)
14	Del Mar / Lake
15	California / Lake
16	Del Mar / Wilson
17	California / Wilson
18	Del Mar / Hill (Pasadena Community College)
19	Colorado / Bonnie (Pasadena Community College)
20	Colorado / Lake
21	Colorado / Madison
22	Cordova / Lake
23	Colorado / Fair Oaks
24	Raymond / Filmore (Fillmore Station)
25	Holly (Memorial Park Station)
26	Lake (Lake Station)
27	Allen (Allen Station)
28	Memorial Park
29	Central Park
30	Del Mar / Arroyo (Del Mar Station)
31	Colorado / Hill
32	Colorado / Pasadena
33	Edmondson Alley
34	Valley / DeLacey

Note: Tentative locations are for planning purposes only and are subject to relocation based on policy and physical constraints.



\\fpla1\data\Jobs\Active\2600s\2687_Metro Regional Bike Share\Graphics\GIS\MXD\SOW\AttachmentCPhase3Areas.mxd

* A specific boundary for the East Los Angeles Expansion Area has not yet been identified.

Preliminary Regional Expansion Areas

- Phase III - 65 Stations
- Phase IV - 53 Stations
- Phase V - 37 Stations

1 Expansion Area

Attachment C

Preliminary Regional Expansion Areas

Preliminary Regional Expansion Areas

Phase III, IV, and V Communities

#	Community
Phase III – 65 Stations	
1	Central / University Park
Phase IV – 53 Stations	
2	Hollywood
3	West Hollywood
Phase V – 37 Stations	
4	Venice
5	Marina Del Rey
6	Huntington Park
7	North Hollywood
8	East Los Angeles*

Note: A specific boundary for the East Los Angeles Expansion Area has not yet been identified.

DIVERSITY & ECONOMIC OPPORTUNITY DEPARTMENT
CONTRACT COMPLIANCE MANUAL (FEDERAL – FHWA)

SECTION 100 - DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

100 **FEDERAL OBLIGATION:** This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.*

101 **POLICY STATEMENT:** It is Metro's policy to provide equal opportunity for Disadvantaged Business Enterprises (DBE) firm, as defined in Part 26, receive and participate on DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that Metro's DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts; and
6. To assist the development of firms that can compete successfully in the market place outside the DBE program.

102 **INTERPRETATION:** Any conflict, error, omission or ambiguity which may arise between these instructions and the federal regulations or the above mentioned DBE Program shall be resolved first in favor of the federal regulation and second the DBE program.

103 **INCORPORATION OF THE DBE PROGRAM INTO THE CONTRACT:** 49 CFR Part 26 and the DOT approved DBE Program adopted by the Authority are hereby incorporated by reference into this contract as though set forth in full. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a material breach of this contract. The Contractor and all project subcontractors are subject to the requirements of the DBE Program and to all requirements of the DOT DBE program found at 49 CFR Part 26. Metro will investigate any allegation of the Contractor, subcontractor or any other participating business failing to carry out the requirements of this DBE Program. Should this investigation find merit in the allegations, Metro may pursue legal and/or contractual remedies and/or impose sanctions as provided for in 49 CFR Part 26. In appropriate cases, Metro may also refer the matter to proper Federal authorities for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Contract Compliance Manual is a component of this contract. It describes the DBE Program requirements applicable to this contract. The provisions and enforcement mechanisms set forth in the Contract Compliance Manual are in addition

to all other provisions and enforcement mechanisms available to Metro set forth elsewhere in this contract. The Contractor's compliance with the DBE Program requirements will be monitored by Metro throughout the life of the contract.

104 **GENERAL CONDITIONS AND SPECIAL PROVISIONS:** The General Conditions and Special Provisions of the subject Contract are incorporated by reference.

105 **METRO ASSURANCE:** In accordance with 49 CFR Part 26, it is the policy of Metro to ensure that no person is excluded from participation, denied benefits, or otherwise discriminated against in connection with the award and performance of a contract on the basis of race, color, sex, religion or national origin. Metro will not directly or indirectly, through contractual or other arrangements, use criteria or methods of administration, that defeat or substantially impair the objectives of the DBE Program on the basis of an individual's race, color, sex, religion or national origin.

106 **MISREPRESENTATION:** Suspension or debarment proceedings may be initiated against any firm that:

Attempts to participate in a DOT-assisted program as a DBE and does not meet the eligibility criteria stated in the Certification Standards for DBE programs; or on the basis of false, fraudulent or deceitful statements; or under circumstances indicating a serious lack of business integrity or honesty.

Attempts to use false, fraudulent or deceitful statements or representations in order to meet its DBE administrative requirements; or uses another firm that does not meet the DBE eligibility criteria stated in the certification standards.

DOT may take action itself through its Fraud and Civil Remedies Program or refer the matter to the Department of Justice for prosecution under appropriate criminal statutes.

107 **AUDIT AND INSPECTION:** The Contractor shall maintain records of all DBE subcontractors and suppliers including names, business addresses, and the total dollar amounts actually paid through the term of the contract for five years after contract completion. Metro reserves the right to audit records and inspect the facilities of its contractors or any subcontractor (at any tier) for the purpose of verifying the DBE participation and/or adherence to the DBE program requirements. Contractors and subcontractors shall permit access to their records at the request of Metro. Notice is hereby given that state, local, and federal authorities may initiate or cooperate with Metro in auditing and inspecting such records.

SECTION 200 - DBE PARTICIPATION

200 **OVERALL DBE GOAL**: To comply with 49 CFR Part 26, Metro has set an overall goal for DBE participation on its federally assisted contracts. The overall goal applies to federal-aid funds Metro expects to expend for the fiscal year. Metro will strive to meet its overall goal through race conscious and race neutral measures.

Metro supports the use of race conscious and race neutral measures to facilitate participation of DBEs and other small businesses, and encourages prime contractors to subcontract portions of their work that they might otherwise perform with their own workforce. To ascertain whether the overall DBE goal is being achieved, Metro will track payments made to all DBE firms performing work eligible for credit.

201 **RACE CONSCIOUS (RC) DBE MEASURES**: Includes setting DBE contract goals for the participation of DBE groups found in Metro's Disparity Study to have significant statistical disparity. The DBE groups are African Americans, Asian Pacific Americans, Native Americans, Hispanic Americans, and Subcontinent Asian Americans. Only DBE participation from these DBE groups will be counted toward the Contractor's DBE commitment.

202 **RACE NEUTRAL (RN) DBE MEASURES**: Includes the DBE group(s) that has not been found in Metro's Disparity Study to have significant statistical disparity and cannot be counted toward the DBE contract goal; however; will be counted as RN DBE participation.

Participation by all DBE groups will be tracked and reported to meet Metro's overall DBE goal.

203 **DBE COMMITMENT:** The level of DBE participation, which the Contractor commits to at the time of contract award, is the commitment of record and is included in the Special Provision section of the contract. DBE participation will be monitored and enforced though the life of the contract.

204 **COMMERCIALLY USEFUL FUNCTION (CUF):** A commercially useful function is performed when the business is responsible for the execution of the work of the contract and is carrying out its responsibilities by actually performing, managing and supervising the work involved. To perform a commercially useful function, the company must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable) the material and paying for the material itself. To determine whether a company is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount of the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work and other relevant factors.

A DBE prime or subcontractor must perform at least 30% of its listed work with its own workforce or on the basis of normal industry practice, may not subcontract a greater portion of the work than would be expected. On-site CUF Reviews will determine whether the DBE is actively performing, managing, and supervising the contracted scope of work. It shall employ a labor force which is separate and apart from that employed by the prime, and which is independently recruited by the DBE in accordance with standard industry practice.

205 **VIOLATION OF COMMERICAL USEFUL FUNCTION:** If an investigation reveals that there has been a violation of the CUF provisions, that portion of the work found to be in violation will not be credited toward the DBE commitment for the contract. Expenditures to a DBE subcontractor or supplier will count toward DBE commitment only if the DBE subcontractor or supplier performs a commercial useful function.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, Metro must presume that the DBE firm is not engaged in performing a commercially useful function. The presumption that arises can be rebutted within 15 days. Metro's decisions on CUF matters are administratively final and may not be appealed to DOT.

206 **DBE'S WORK FORCE:** The DBE shall solicit, hire, place on its payroll, direct, and control all workers performing work under its contract. The DBE owner or its superintendent shall, on a full-time basis, supervise and control the work of the contract. The DBE may with the prior written consent of Metro augment its work force with personnel of another firm. Metro shall approve the request in writing only when specialized skills are required and the use of such personnel is for a limited time period.

The DBE's utilization of labor, supervisory personnel, equipment and material in the performance of the subcontract must be consistent with industry standards and demonstrate that the DBE (and not some other business entity) is actually performing the contracted scope of work. A DBE does not perform a CUF when it associates too closely with another business entity's work force, including the use of equipment or materials.

207 **COUNTING DBE PARTICIPATION:** Metro is only able to count toward the achievement of the Contractor's commitment percentage(s) the value of payments made for CUF work actually performed by DBE firms during the performance of the Contract. There will be no credit for DBE work performed by a non-DBE prime or subcontractor. Metro and the Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR Part 26.55, the provisions of which govern over the summary contained herein.

A. **DBE as the Prime Contractor:** 100% DBE credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies and materials, for a construction contract, obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliates). When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE contract goal(s).

B. <u>DBE as a Joint Venture Contractor:</u> 100% credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.

C. <u>DBE as a Subcontractor:</u> 100% credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE firm does not count toward the contract goal.

D. <u>DBE as a Material Supplier or Broker:</u>

1. 60% credit for the cost of the materials or supplies purchased from a DBE regular dealer.

2. 100% credit for the cost of materials or supplies obtained from a DBE manufacturer.

3. 100% credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

E. <u>DBE as a Trucker:</u> 100% credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed and insured by the DBE must be used on the contract. Credit will be given for the full value of all such DBE trucks operated using DBE employed drivers. DBE credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company. Metro uses the following six (6) factors in determining whether to count expenditures to a DBE trucking firm, to determine if it is performing a commercially useful function:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
2. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases the trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
5. The DBE may also lease trucks from a non-DBE, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does

not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.

6. For the purposes of determining whether a DBE trucking company is performing a commercially useful function, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

208 **CHANGES IN WORK LISTED TO DBE FIRMS:** If Metro or the Contractor proposes changes for work contracted to a DBE firm(s), the Contractor is required to notify the DBE firm in writing within ten (10) working days prior to execution of the proposed change, reduction, or deletion of any work listed at time of contract award or after contract award. The dollar amount of changes or any other contract modification, change order, or provisions sums that increase or decrease the work listed to a DBE firm(s) will be commensurately added to or subcontracted from the total contract amount used to compute actual dollars paid to DBEs. Failure to comply with Section 207 will be cause for non-compliance and assessment of administrative sanctions.

SECTION 300 ADMINISTRATIVE REQUIREMENTS

300 **DBE STANDARDS:** The Contractor shall ensure that DBEs it has committed to in its bid have a level playing field to successfully perform their contract responsibilities and further commits to meet the DBE Goal of Record for the contract. These efforts should include but are not limited to the following:

A. Negotiate in good faith to attempt to finalize subcontract and supply agreements with DBEs listed in its bid.

B. Continue to provide assistance to DBE subcontractors or DBE suppliers in obtaining bonding, lines of credit, or other capital financing through referral to the DOT Bond Assistance Program (800) 532-1169.

C. Issue the DBE(s) a written notice of any potential problem and provide a reasonable time frame for the DBE to remedy the problem. The Contractor shall, concurrently with the issuance of the notice to the DBE, send a copy of the notice by First Class mail, postage prepaid, to the Diversity & Economic Opportunity Department (DEOD). In instances where the DBE fails to remedy the problems identified in the notice, the Contractor shall within sixty (60) days of the first written notice to the DBE firm, take the steps outlined in Section 5.0 RESOLUTION OF DISPUTES BETWEEN CONTRACTOR AND (DBE) SUBCONTRACTORS, prior to formally requesting approval from the Authority to substitute a DBE. Failure to comply with this section will be cause for non-compliance and assessment of administrative sanctions.

301 **DBE CERTIFICATION STATUS:** If a subcontractor becomes a certified DBE during the life of the contract, the Contractor shall notify DEOD in writing with the date of

certification to be counted toward the Contractor's DBE commitment subject to compliance with the substitution and addition requirements, if applicable. The Prime and DBE firm shall notify Metro of any change to its certification status. If a DBE firm's ineligibility is removed, the Prime and DBE firms shall notify Metro. The counting of DBE firm participation if deemed ineligible will be determined based on 49CFR26.87.

302 **DBE DECERTIFICATION:** Contracts executed prior to the decertification of the DBE shall remain undisturbed. Neither the prime contract nor the subcontract shall be subject to cancellation because of the decertification, provided there is no culpability on the part of either the prime contractor or the subcontractor that led to the decertification. The prime contractor for whom the decertified DBE is working receives credit toward the project goal provided the prime contractor acted in good faith in relying on Metro's certification of the firm. However, if the decertified DBE were also found not to have performed a commercially useful function, no credit is to be made to the project goal or Metro's overall goal. The contractor shall promptly replace decertified firms with DBE in accordance with guidelines herein.

SECTION 400 - CONTRACT COMPLIANCE MONITORING

401 **REVIEW AND MONITORING SYSTEM**: This section describes the review and monitoring system to ensure that all contractors, subcontractors, consultants, vendors, suppliers, dealers, brokers and other sources, and all Metro departments comply with the DBE requirements and all other contract provisions related to DBE participation.

Non-compliance by the Contractor with the DBE contract requirements or federal regulations constitutes a breach of contract, and requires, at a minimum, a written explanation and documented description of the contractor's good faith efforts (GFE). Failure to comply may result in: (1) mandatory participation in a DBE Program Training Session, reviewing the performance, accountability, record keeping and reporting aspects of the DBE Program, and/or (2) termination of the contract, and/or (3) administrative sanctions, and/or (4) other appropriate remedies.

402 **CREATE A LEVEL PLAYING FIELD OF OPPORTUNITY TO PARTICIPATE:** The Contractor shall ensure that DBEs have a level playing field to successfully perform the responsibilities of their contract in order to meet its DBE contract commitment. These efforts include, but are not limited to the following:

A. Negotiate in good faith to attempt to finalize subcontract and supply agreements with DBEs listed in its bid.

B. Continue to provide assistance to DBE Subcontractors or Suppliers in obtaining bonding, lines of credit, or other capital financing through referral to the DOT Bond Assistance Program (800) 532-1169.

C. Contractors who failed to meet the DBE goals established for the contract, but who were determined by Metro to have fulfilled the good faith effort requirements to meet the goal, shall make additional documented efforts to seek out and utilize additional

first-tier DBE Subcontractors and Suppliers to increase DBE participation, during the life of the contract.

D. Contractor shall immediately inform DEOD of any problems anticipated or concerns in achieving the DBE commitment agreed upon at the time of award.

E. Issue the DBE(s) a written Cure Notice of any potential problem and provide a reasonable time frame for the DBE to cure the problem. The Contractor shall, concurrently with the issuance of the Cure Notice to the DBE, send a copy of the Cure Notice by First Class mail, postage prepaid, to the assigned Contract Compliance Officer, DEOD Contract Compliance Manager and to the Contract Administrator. In instances where the DBE fails to cure, the Contractor is then obligated to take the steps outlined in the section herein RESOLUTION OF DBE DISPUTES BETWEEN CONTRACTOR AND DBE SUBCONTRACTORS before formally requesting approval from Metro to substitute a DBE.

403 **PRE-CONSTRUCTION (KICK-OFF) MEETING**: Both the Contractor and the Subcontractor(s) or a representative of each firm shall attend the kick-off meeting concerning DBE requirements and other matters, prior to or immediately after Notice to Proceed is issued. The Contractor shall be responsible for informing the Subcontractors of all DBE requirements as specified by Metro herein.

404 **CONTRACT COMPLIANCE SUBMITTALS – REPORTING DBE PARTICIPATION**

A. **SUMMARY OF CONTRACTORS PAID REPORT (Form 103):** Contractor shall submit timely and complete monthly progress reports of DBE utilization to the Diversity & Economic Opportunity Department (DEOD) the FORM 103, SUMMARY OF SUBCONTRACTORS PAID REPORT. These reports shall include information through the end of the previous month. Failure to submit the FORM 103 reports by the 15th of each month, or cure delinquent reports, shall result in the imposition of a penalty of $1,000 per day for each report overdue.

The FORM 103, SUMMARY OF SUBCONTRACTORS PAID REPORT, includes the following information:

1. Name, address and phone number of each DBE Subcontractor.
2. General work assignment of each DBE Subcontractor.
3. The specific portion of work executed by each DBE Subcontractor during the reporting period.
4. The dollars committed to each DBE Subcontractor.
5. The dollars paid to each DBE Subcontractor during the reporting period.
6. The dollars paid to date for each DBE Subcontractor.
7. The dollars paid to the DBE as a result of a change order or other cost modification.
8. The dollars paid to date as a percentage of the total commitment to each DBE.
9. Date of last progress payment
10. Invoice amount and Invoice Date
11. Invoice number corresponding to last payment to subcontractor

12. Task Order/Contract Work Order number and amount. (If applicable)

B. <u>CONTRACTOR MONTHLY DBE PROGRESS REPORT (Design/Build Only):</u> The Contractor shall submit timely and complete monthly progress report summarizing the overall status of commitments to DBE firms, attainments to DBE firms, and prompt payment/retainage counts to all firms (DBE and non-DBE firms) performing on this contract.

The monthly progress report shall be submitted to Metro by the 15th day following the reporting month. The monthly report shall provide, at a minimum, the following information:

1. General Contract Value Information - The following general contract value information must be provided:

    a. Original Contract Amount
    b. Running Total of Change Order Amount
    c. Current Contract Amount
    d. Amount Paid to Contractor during Month
    e. Amount Paid to Contractor Inception to Date
    f. DBE Contract Goal
    g. Total Dollar Amount of DBE Commitment
    h. DBE Commitment as Percentage of Current Contract Amount

2. Contractor/Subcontractor information – The following general information shall be prepared for the Contractor and each subcontractor (at every tier level): Name, address, phone, DBE status, contact person, contractor(s), name, date contract agreement signed, scope of work, anticipated first date of performance and anticipated last date of performance

3. <u>SUPPLEMENTAL REPORTS (Design/Build Only)</u>: The Prime Contractor shall submit, each month (or other such time as the DEO, may choose), the below compliance reports. Metro has developed a series of forms that may be adopted by the Contractor to meet this requirement or the Contractor may develop its own report format and present to Metro for approval and use to meet the supplemental report requirements:

    a. The Prime Contractor's DBE Attainment and Commitment Report for the month listing its immediate subcontractors and the DBE Attainment and Commitment Tally Sheets from each subcontractor subcontracting at each tier listing their immediate subcontractors, to the Contract Compliance Officer, documenting DBE and Non-DBE participation expected for the month;

    b. The Prime Contractor's "Prompt Payment" Report listing its immediate subcontractors and the "Prompt Payment" activity from each subcontractor subcontracting at each tier listing their immediate subcontractors, to the Contract Compliance Officer, documenting the status of each subcontractor's

retainage account with the Prime Contractor engaged in subcontracting and their compliance with the return of the retainage regulations.

c. The Prime Contractor's "Prompt Payment and Retainage" Report for the month (or such time period as the DEOD may choose), listing its immediate subcontractors and the prompt payment and retainage activity from each subcontractor (at any tier).

d. DBE Trucking Verification Report by the fifth (5th) day of each month, for the preceding month's trucking activity. The Contractor shall submit documentation showing the amount paid to DBE trucking companies listed to perform on the contract. This monthly documentation shall indicate the portion of revenue paid to DBE trucking companies which is claimed toward DBE participation. The Contractor shall also obtain and submit documentation to the DEOD showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks.

e. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The records must confirm that the amount of credit claimed toward DBE participation conforms with Section 207.

   The Contractor shall also obtain and submit documentation showing the truck number, owner's name, California Highway Patrol CA number and if applicable, the DBE certification letter of the owner of the truck for all trucks used during that month for which DBE participation will be claimed. The Contractor shall promptly pay DBE trucking companies in accordance with the prompt payment provisions prescribed in herein.

C. <u>MONTHLY EXPENDITURE PLAN (CONSTRUCTION PROJECTS ONLY)</u>:
A monthly expenditure plan in calendar form for each of its approved DBE Subcontractors/Suppliers shall be submitted 14 working days after the Contractor executes a contract or purchase order with Metro. The planned expenditures shall equal the dollars committed to each DBE Subcontractor/Supplier and shall be developed according to the approved project schedule.

The plan shall be updated to incorporate any schedule changes and executed Changed Notices and Work Authorization Change Notices affecting the DBE's work. The original plan must be approved and each revision must be approved by the, "Construction Manager's Resident Engineer," prior to being submitted to the assigned Contract Compliance Officer and the Contract Administrator. Revised plans shall be submitted within 30 days from the incorporation of the change.

D. <u>EXECUTED DBE SUBCONTRACT AGREEMENTS</u>: The Contractor shall submit copies of all executed DBE subcontract agreements and/or DBE purchase orders (PO) within 14 working days after the Contractor executes their contract or PO with Metro. Failure to comply with this section will be cause for non-compliance and

assessment of administrative sanctions, and may include, imposing a special assessment against the Contractor.

The DBE subcontract or PO should be sent to the attention of the assigned Contract Compliance Officer. The Contractor shall incorporate the DBE Program document and this DBE Contract Compliance Manual into each PO and into each Subcontract issued under this DOT-assisted contract and each subcontractor, consultant, dealer, broker, vendor or other source shall agree to the terms and conditions. The Contractor shall immediately notify DEOD in writing, within the 14-day timeframe mentioned above, of any problems it may have in obtaining the subcontract agreements from listed DBE firms within the specified time. Failure to notify DEOD may deem the Contractor in non-compliance with this requirement.

The Contractor shall include the following language verbatim in each subcontract agreement the Contractor signs with a DBE subcontractor:

1. Contract Assurance:

   The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

   Enforcement: If a contractor or subcontractor fail or refuse to include the contract assurances verbatim in all DOT-assisted contracts, subcontracts and/or purchase orders agreements, MTA may impose penalties and administrative sanctions for non-compliance as contained in Section 800.

2. Prompt Payment: (Required in all DBE and non-DBE subcontract agreements)

   a. Pursuant to 49 Code of Federal Regulations (CFR) Part 26 and the California Business and Professions Code Section 7108.5, the Contractor shall pay each subcontractor under this contract for satisfactory performance of its Work no later than to 7 days after receipt of each Progress Payment received from Metro. Any delay or postponement of payment from the above referenced time may occur only for good cause, and only upon prior written approval by Metro.

   b. This clause applies to both DBE and non-DBE. For the purpose of this section, a subcontractor's work is satisfactorily completed when the Contractor certifies to Metro that all the tasks called in the subcontract have been satisfactorily accomplished and that the

   c. (The above language is to be used verbatim, pursuant to federal regulations.)

d. After an investigation, if it is determined that the contractor is in non-compliance with prompt payment provisions, the contractor will receive written details of this deficiency. If additional clarification is required, the contractor must respond to the request within five (5) working days.

E. PROMPT PAYMENT, RETAINAGE AND RETENTION: Contractor is referred to the General Terms and Conditions concerning Prompt Payment to Subcontractors and Prompt Payment of Withheld Funds to Subcontractors.

The Contractor shall incorporate the Prompt Payment Clause and Retention Clause, set forth above, in all subcontract, broker, dealer, vendor, supplier or PO or other source agreements issued to both DBE and Non-DBE firms. Contractor shall include a prompt payment and retention clause in all DBE and non-DBE subcontracts.

Enforcement: If Metro determines that the prime contractor has failed to (1) include prompt payment language verbatim, (2) promptly pay its subcontractors, or (3) promptly release Retainage, Metro shall give written notice to the Contractor and the Contractor's Surety that, if the default is not remedied within a specified period of time (at least 5 days), the contract may be terminated. The Contract may be terminated for cause in accordance with the Contract Article entitled TERMINATION FOR DEFAULT. Metro shall also impose penalties and sanctions for non-compliance with the DBE Program as referenced in Section 800 and other requirements of State law.

F. **PROMPT PAYMENT OF RETENTION:** Contractor shall promptly release retention to Subcontractors (Required in all DBE and non-DBE subcontract agreements verbatim):

With respect to retention that Metro withholds from the Contractor, Metro shall make prompt and regular incremental inspection(s) and upon approval of the Contractor's work at various stages of the Project, Metro shall pay a percentage of retention to the Contractor. The Contractor shall, within 7 days after Metro has made such payment, promptly pay all retention owed to Subcontractor(s) who has satisfactorily completed all of its work and whose work is covered by Metro inspection(s) and approval(s). For the purposes of this section, a subcontractor's work is satisfactorily completed when the Contractor certifies to Metro that all the tasks called for in the subcontract have been satisfactorily accomplished and that subcontractor's retention may now be paid. Any delay or postponement of prompt release of retention beyond the 7-day time limit shall be for good cause, and only upon prior written approval by Metro. (The above language is to be used verbatim, pursuant to federal regulations.)

G. FINAL REPORTING: Contractor shall submit to Metro, along with invoice for final payment, a signed and notarized statement that the Contractor will pay all outstanding payments including retention 7 days after it receives final payment from Metro. Please see General Terms and Conditions concerning "Prompt Payment to Subcontractors and Prompt Payment of Withheld Funds to Subcontractors." The Contractor shall submit the final Form 103 report within 14 calendar days of final payment.

H. <u>FAILURE TO COMPLY:</u> If it is determined that the contractor is non-compliant with prompt payment provisions, the contractor will receive written details of this deficiency. If additional clarification is required, the contractor must respond to the request within five (5) working days. Failure to comply may result in the assessment of appropriate administrative sanctions and/or penalties.

Assessment for DBE Non-Compliance

If the Contractor fails to comply with the DBE Program requirements, contract payments shall be reduced by one or more of the following methods:

a. A penalty of five thousand dollars ($5,000) per day, from the date the Contractor is determined to be in non-compliance with the DBE Program requirements until compliance is determined.

b. Penalties of ten percent (10%) of the total contract value, including any approved change orders, for failure to meet DBE commitments or to demonstrate good faith efforts.

c. Penalties may be deducted from payments due the Contractor, from any funds retained.

1. Dispute Resolution:

   The Contractor must include in its DBE Subcontract Agreement(s) the Dispute Resolution provisions in Section 5.0 of the Contract Compliance Manual (Federal) for disputes arising out of or related to this contract between Contractor and any lower tier Subcontractors which cannot be settled by discussions between the parties involved. The Contractor and Subcontractor, in the event of a dispute to their contract, agree to proceed through informal meetings, mediation, or arbitration, or any combination thereof.

2. Equal Employment Opportunity (EEO) Policy Statement:

   a. Contractor shall submit a copy of its EEO Policy Statement. Each construction contractor is covered under Executive Order 11246, as amended if the contract amount exceeds $10,000 and must submit a copy of its Equal Employment Opportunity (EEO) Policy. The EEO policy must also be included in the Contractor's subcontracts. The policy shall state that the contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of

pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices covering all provisions of this nondiscrimination clause.

b. The construction contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

SECTION 500 - RESOLUTION OF DISPUTES BETWEEN METRO CONTRACTOR AND SUBCONTRACTORS

Disputes between the Contractor and any lower tier DBE subcontractors, which cannot be settled by discussions between the parties involved, shall be settled as described herein. Contractor shall notify Metro of such dispute within ten 10 days of failure to resolve through written cure notice process described above.

These provisions shall not apply to disputes between the Contractor and Metro. These provisions do not alter in any way or waive compliance with any provisions in Section GC36 “Submittal of Claims” included in the Contract Documents.

The Contractor and Subcontractors shall include the dispute resolution provision in their contract. Both parties shall agree to proceed through informal meetings, mediation, or arbitration, or any combination thereof. Dispute submittals shall include terms and timeframes and the service or assistance to be employed.

501 Informal Meetings

The Diversity and Economic Opportunity Department will coordinate informal meeting requests, to assist in the resolution of disputes between Contractor and subcontractor. The assigned Diversity and Economic Opportunity Representative will conduct the informal meetings with parties in dispute. All parties must agree to the procedure.

502 Mediation

The parties to a contract may agree to endeavor to settle a dispute through informal mediation under independent third party organizations. Metro’s Diversity and Economic Opportunity Department is considered an independent third party. Submission to informal mediation is voluntary; is not binding and offers advisory opinions.

503 Arbitration

Should the parties fail to resolve any DBE related dispute arising out of or related to the contract via informal meetings or mediation, the parties are contractually obligated to submit the claims for arbitration within 120 days from date Metro is notified of dispute. Arbitration conducted pursuant to the contract shall be binding upon all parties to the arbitration. All arbitration is to be conducted in a manner consistent with section 1020 et seq. of the Public Contract Code and Section 1296 of Code of Civil Procedure.

Available mediation and arbitration services include:

The American Arbitration Association (213) 383-6516
Dispute Resolution Center (818) 793-7174

The Contractor shall incorporate this Section into each DBE subcontract related to work arising under this contract and shall not incorporate by reference.

Only when resolution of DBE disputes attempted through informal meetings, mediation, and/or arbitration has failed may the Contractor formally request substitution of a DBE subcontractor.

504 Timeliness

Should the parties proceed to arbitration, moneys due, if any, shall be placed in a trust account. Such funds shall be released to the appropriate party within five (5) working days of a determination being issued by the arbitrator.

NOTE: Arbitration findings are binding upon the parties. However, the findings do not in any way relieve the contractor of its obligation to meet the DBE goals.

SECTION 600 - ADDING OR SUBSTITUTING OR TERMINATING A DBE

Contractors shall obtain written approval from DEOD prior to adding, substituting, or terminating DBE subcontractors.

601 Adding DBE Subcontractors

If contractors determine that there are additional opportunities for DBEs not originally listed, they may exercise good faith efforts by requesting to add DBE firm(s) to their contract. Metro shall authorize the addition of DBE subcontractor(s) for credit toward the contract commitment upon verification of certification. Written requests must be submitted to DEOD and Contract Administration for approval, prior to any start of work This request must include scope of work, dollar amount, period of performance, and a DBE certification letter.
After formal approval by Metro, the contractor may add the subcontractor to the Form 103 and must provide a copy of the Subcontract Agreement.

602 Substituting or Terminating DBE Subcontractors

Pursuant to 49 Code of Federal Regulations (CFR) Part 26 and the California Public Contract Code Section 4100, no contractor at any tier may terminate a DBE subcontractor for convenience and then perform that work with its own workforce or that of its affiliate. The contractor is directed to employ the dispute resolution process herein, with its subcontractor on dispute matters, prior to submitting a request for substitution or termination. The contractor shall include in its written request to substitute or terminate documentation of results of the dispute resolution process. The contractor shall provide written request to DEOD to substitute a DBE subcontractor for good cause.

A. Metro shall only authorize the substitution of a subcontractor for one or more of the following reasons:

   1. The listed DBE, after having had a reasonable opportunity, fails or refuses to execute a written contract.
   2. The listed DBE becomes bankrupt or has credit unworthiness.
   3. The listed DBE fails or refuses to perform his subcontract with normal industry standard.
   4. The listed DBE subcontractor, after having had a reasonable opportunity, fails or refuses to meet the contractor's non-discriminatory bond requirements.
   5. The prime contractor demonstrates to Metro, pursuant to Public Contract Code, Section 4107.5, that the name of the subcontractor was listed as the result of an inadvertent clerical error.
   6. The listed subcontractor is not licensed pursuant to the Contractors License Law.
   7. It was determined that the work performed by the listed subcontractor is substantially unsatisfactory and is not in accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work
   8. The DBE is ineligible to work because of suspension and debarment.
   9. It has been determined that the DBE is not a responsible contractor.
   10. The DBE voluntarily withdraws, with written notification, from the contract.
   11. The DBE is ineligible to receive credit for the type of work required.
   12. The DBE owner dies or becomes disabled resulting in the inability to perform the work on the contract.
   13. Other documented compelling reasons.

B. DEOD shall send written notice to the listed DBE subcontractor of the Contractor's request for substitution, including the reasons for the request. The DBE subcontractor shall have five (5) working days to submit written objections to the substitution to DEOD. Failure to respond to a written objection may constitute the listed DBE subcontractor's consent for substitution.

   Contractor(s) shall replace a DBE subcontractor with another DBE firm, after following dispute resolution procedures, pursuant to the provisions of the California Public Contracts Code.

C. If written objections are filed by a DBE subcontractor, Metro shall give written notification within at least five (5) working days, to the prime contractor and the listed subcontractor of an informal mediation regarding the request for substitution. The subcontractor may also request a hearing on the matter as provided in the Public Contract Code, Section 4107.5.

D. If no written objections are filed by the DBE subcontractor, the prime's request to substitute shall be approved. A new DBE listing shall include the commitment amount and the type of work covered by each Subcontractor. All substitutions and additions are subject to Metro's approval.

E. If substitution with another DBE firm is not viable, the Contractor shall submit a written request for a substitution with a non-DBE. This request must include documentation of good faith efforts demonstrating the contractor's attempt to substitute the DBE firm with another DBE firm for Metro's review and approval.

The Contractor shall obtain the written consent prior to making any substitutions. If adding DBE firms for credit toward the goal, verification of certification is required prior to receiving credit toward the contract specific goal. DBEs must be certified at the time of the substitution or addition.

Failure to comply with this or any other DBE requirement may result in assessment of appropriate administrative sanctions.

SECTION 700 - GOAL ATTAINMENT DURING LIFE OF CONTRACT

A. The Contractor shall not make any falsification of a Subcontract as to Subcontractor's name, Subcontract amount and/or actual work to be performed by DBE firms.

B. The Contractor shall utilize DBEs according to the participation levels committed to at the time of contract award, and demonstrate an adequate and positive good faith effort to do so throughout the life of the contract.

C. The dollar amount of Change Orders, contract modifications, or provisions sums for design, construction, O&M that increase or decrease the scope of work committed to DBEs shall be commensurately added to or subtracted from the total contract amount used to compute actual dollars paid to DBEs regardless of who performed the work.

D. All contract amounts revised as a consequence of a Change Order, contract modification or provisional sums shall be reflected in the Contractor's monthly referenced herein in Diversity and Economic Opportunity Submittals, herein.

E. All submittal forms, containing any contract value, revised as a consequence of a Change Order, contract modification, provisional sums shall be accompanied with copy of relevant support documentation.

F. The Contractor shall submit the final DBE report within fourteen (14) calendar days of final payment, retention and acceptance of the contract work by the Metro as prescribed in Section 3.6.

G. Listed first-tier subcontractors shall enter into subcontract agreements with the Contractor within the specified time frame of fourteen (14) working days following NTP. Failure to execute subcontract agreements in a timely manner shall be considered a violation of the DBE Program requirements.

H. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

I. When a DBE performs in a joint venture, only the percentage of the DBE joint venture is eligible for credit. Work must be performed by the DBEs own work forces.

J. Failure to adhere to any of the requirements of this Section shall constitute a breach of contract and may result in the Metro's terminating the contract for default and/or imposing appropriate sanctions as outlined in the section entitled Remedies for Breach of DBE Requirements.

SECTION 800 - SANCTIONS FOR VIOLATIONS

A. Failure to Comply

1. Failure to adhere to any of the DBE Program requirements shall constitute a breach of contract and may result in Metro terminating the contract for default and/or imposition of appropriate sanctions as outlined in this section.

2. Staff shall review the contractor's monthly progress reports to determine whether the utilization of DBE firms is consistent with the contractor's commitment at the time of contract award.

3. Failure to utilize a DBE as listed toward the goal is a breach of contract and may result in the imposition of administrative sanction.

4. If it is determined that the Contractor's DBE utilization is not consistent with the commitment, the contractor shall be required to submit written evidence of its good faith efforts (GFE) within ten (10) working days. For failure to respond, the contractor will be deemed non-compliant and subject to administrative sanctions.

5. If it is determined that the contractor's good faith efforts documentation is acceptable, the contractor shall be deemed to be in compliance with the requirements of the DBE program.

6. If it is determined that the contractor's good faith efforts documentation is not acceptable, the contractor will receive written details of any deficiencies. If

additional clarification is required, the contractor must respond to the request within five (5) working days. Failure to comply may result in the assessment of appropriate administrative sanctions and/or penalties.

7. If it is determined that the contractor is in non-compliance with prompt payment provisions, the contractor will receive written details of this deficiency. If additional clarification is required, the contractor must respond to the request within five (5) working days. Failure to comply may result in the assessment of appropriate administrative sanctions and/or penalties.

B. Remedies for Breach of DBE Requirements

Contractor(s) found in violation of Metro's DBE program requirements, during the performance of the contract, shall be required to "correct" its deficiency or be subject to the Administrative Sanctions listed in this Section. Being subject to appropriate administrative remedies or sanctions does not preclude Metro from invoking other contract and/or legal remedies available under federal, state or local law

C. Appropriate Administrative Remedies

Appropriate administrative remedies will be imposed on Contractors deemed non-compliant to the DBE Program requirements. Contractors' failure to provide documentation of good faith efforts, as requested, will also be subject to appropriate administrative remedies. Contractor notifications shall be made by certified mail.

The appropriate administrative remedies shall include, but is not limited to the following:

1. Mandatory DBE Training Session(s) for Contractor(s) found in violation of DBE program requirements (DBE Training will be coordinated by DEOD, and all associated expenses, including, but not limited to, travel, lodging, meals and etc., will be the responsibility of the Contractor.)

2. Penalties as described in the, "Assessment for DBE Non-Compliance," (referenced in Sub-Section D)

3. Suspension of payment(s) to the Contractor Metro

4. Termination of the Contract for default.

5. Debarment (29 CFR 5.6).

D. Assessment for DBE Non-Compliance

If the Contractor fails to comply with the DBE Program requirements, contract payments shall be reduced by one or more of the following methods:

1. A penalty of five thousand dollars ($5,000) per day, from the date the Contractor is determined to be in non-compliance with the DBE Program requirements until compliance is determined.

2. Penalties of ten percent (10%) of the total contract value, including any approved change orders, for failure to meet DBE commitments or to demonstrate good faith efforts.

3. Penalties may be deducted from payments due the Contractor, from any funds retained.

E. Appeal of Sanction Determination

The Contractor shall be given ten (10) working days from the date of the notice to file a written appeal with the Director of Diversity and Economic Opportunity or his/her designee. Failure to respond within the ten (10) day period shall constitute a waiver of the Contractor's right to appeal. If the Contractor files an appeal, the Director of Diversity and Economic Opportunity, or his/her designee, shall issue a written recommendation within ten (10) working days of receipt of the written appeal.

If, after review of the Contractor's appeal, the Director of Diversity and Economic Opportunity or his/her designee decides to uphold the decision to impose administrative sanctions on the Contractor, the written recommendation shall state the specific sanction(s) to be imposed and inform the Contractor of its right to a hearing on the merits.

F. Contractor’s Right to a Hearing

After receipt of the notice of administrative sanction, The Contractor shall be given ten (10) working days from the date of the written recommendation to file a written request for a hearing. Failure to respond within the ten (10) day period shall constitute a waiver of the Contractor's right to a hearing.

The Director of Diversity and Economic Opportunity Department, shall issue a written final determination within five (5) working days of the hearing. There shall be no right of appeal to the final decision.

APPENDIX A – DIVERSITY AND ECONOMIC OPPORTUNITY MANUAL (FEDERAL) DEFINITIONS

Change Order (CO): A written order by Metro's Contracting Officer directing Changed Work.

Changed Work (or Change): Changed Work is directed by Metro by a Change Order or is agreed to by the parties in an amendment or modification. Changed work includes work that does not involve an adjustment in the contract price and/or contract time; does not include work performed or time spent by contractor to correct any deficiency, additions, deletions or other revisions to the work within the general scope of the contract.

Commercially Useful Function: work performed by a DBE firm in a particular transaction that in light of industry practices and other relevant considerations, has a necessary and useful role and the firm's role is not a superfluous step added in an attempt to obtain credit toward goals. If, in Metro's judgment, the firm (even though an eligible DBE) does not perform a commercially useful function in the transaction, no credit toward the goal may be awarded.

Contractor: The individual, firm, partnership, corporation, joint venture, or combination thereof, which may also be referred to by the term "it", that has entered into the contract with Metro. Includes contractors, successors, employees, officers, contractors' representatives, and agents. Context may also include subcontractors, suppliers and any other persons for whom the contractor may be legally or contractually responsible.

Contracting Opportunity: Any decision by Metro or its contractors to institute a procurement action to obtain a product or service commercially (as opposed to intergovernmental actions).

Department: Functional unit of Metro responsible for management and administration of specific projects included within the capital and operating budget.

Directory of Certified Firms: List of Certified Firms used by Metro and its contractors to identify potential DBE subcontractors and suppliers.

Disadvantaged Business Enterprise (DBE):
A for-profit small business, owned and controlled by socially and economically disadvantaged individuals, as defined in 49 CFR, Part 26.

(1) At least 51 percent owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 5l percent of the stock of which is owned by one or more socially and economically disadvantaged individuals

(2) Appropriate to the type of work the DBE seeks to perform in DOT-assisted contracts and has average annual gross receipts as defined by SBA regulations found at 13 CFR 121.402 over the previous three years, and does not exceed $21.4 million

(3) Personal net worth does not exceed $1.32 million

(4) An independent business whose management and daily operations are controlled by one or more of the socially and economically disadvantaged individuals who own it

DOT Assisted Contract: Any contract or modification of a contract between Metro and a contractor which is paid for in whole or in part with DOT financial assistance.

FHWA: Federal Highway Administration, an operating administration, of the U.S. Department of Transportation

FTA: Federal Transit Administration, an operating administration, of the U.S. Department of Transportation.

Metro: The Los Angeles County Metropolitan Transportation Authority

Manufacturer: Means a business that operates, or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.

Metro Rail Project: The design, engineering and construction of the high-capacity, high-speed conventional rapid rail system, currently proposed as an l8 mile subway system with multi-car trains, steel rails and at least l6 stations serving the Los Angeles' Regional Core.

Non-Compliance: The condition existing when a contractor has failed to implement or meet the requirements of 49 CFR 26, as amended or Metro policy or procedure pertaining to DBE participation.

Payroll Form: The State of California WH 347 Dept. of Transportation form for completing the Contractor employee's number of hours worked, hourly rate of pay, employee's classification, name, SSN, address, and fringe benefits paid, etc.

Pre-Bid/Construction Conference: A meeting held by Metro after award of contract on a particular construction project, but prior to the beginning of any work, at which the prime contractor is advised of its federal compliance obligations and any final technical requirements.

Pre-Bid/Pre-Proposal Conference: A meeting held by Metro prior to the bid/proposal closing date of a particular project, at which prospective bidders/proposers are advised of Metro specification requirements which include DBE provisions.

Professional/Technical Services Contract: Contracts for the professional and technical services of accountants, architects, engineers, landscape architects, lawyers, planners, surveyors, title companies, urban designers, appraisers, option negotiators, and other persons performing similar services for the Metro.

Public Works Contract: Contracts for the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Secretary: The Secretary of U.S. Department of Transportation or any person whom he/she has designated to act for him/her.

Small Business Diversity Section: The staff that oversees and monitors labor standards activities for applicability to the State of California Labor Code and, where applicable, Title 8 of the California code of Regulations.

State: State of California.

Statement of Compliance: The statement on the back of Payroll Form WH 347, whereby the Contractor declares how the fringes are paid whether by cash or through a bona fide fringe program.

Subcontract: Any contract, including contracts of any tier, to furnish Work, Goods or Equipment between the Contractor and/or any Subcontractor or Supplier.

Subcontractor: Any individual, firm, partnership, corporation, joint venture, or combination thereof, other than employees of the Contractor that enters into a legal agreement with the Contractor or any Subcontractor to furnish Work, Construction Equipment or Goods. Unless otherwise specified, Subcontractor includes a Subcontractor of any tier.

U.S. Department of Transportation Regulation (49 CFR Part 26):
Federal rules and regulations published in the Federal Register dated February 2, 1999; as amended by the Department of Transportation, Office of the Secretary; entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," and codified at Title 49, Code of Federal Regulations, Part 26.

Wages: The basic hourly rate of pay, any contribution made pursuant to, or cost anticipated to provide, a bona fide fringe benefit plan, fund or program.

APPENDIX B - DBE FORMS

PROMPT PAYMENT HISTORY (DBE and Non-DBE Subcontractors)

Form 102

(Please Type)

Reporting Period (Month/Yr)	-
Report No.	-
Contract No.	
Project Name	

Prime Contractor:

List All Subcontractors Performing On The Project

DBE Subs	Prime's Invoice #	Date when Metro Paid Prime	Actual Date when Sub is Paid	Check Number	Check Date	Sub's Invoice #	Sub's Invoice Amount	Disputed Amount	Check Amount (Total Paid to Sub)	Explain Disputed Amount / Reason for Non-Payment (Provide Attachment If Needed)
DBE Firm (sample)	201	06/01/13	06/15/13	5555	06/01/13	4001	$250,500.00		$250,500.00	
						DBE TOTALS	$ 250,500.00		$250,500.00	

Non-DBE Subs	Prime's Invoice #	Date when Metro Paid Prime	Actual Date when Sub is Paid	Check Number	Check Date	Sub's Invoice #	Sub's Invoice Amount	Disputed Amount	Check Amount (Total Paid to Sub)	Explain Disputed Amount / Reason for Non-Payment (Provide Attachment If Needed)
Non-DBE Firm (sample)	201	06/01/13	06/15/13	5555	06/01/13	1115	$650,000.00	$100,000.00	$550,000.00	Over-billed
						Non-DBE TOTALS	$650,000.00	$100,000.00	$550,000.00	
						GRAND TOTAL	$900,500.00	$100,000.00	$800,500.00	

Contractor certifies that the amounts reported on Form 102 were paid to the list of approved DBE and non-DBE subcontractors and all supporting documentation is available for inspection upon request. Contractor shall comply with the Prompt Payment requirement of the referenced contract. Failure to comply with this requirement may result in an administrative sanction. Form 102 is due to the Metro by the 15th of each month. The Prime must report monthly through the term of contract, even if no work was performed during the reporting period.

Authorized Signature _____

Type/Print Name _____

Title _____

Date

SUMMARY OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUBCONTRACTORS PAID REPORT **FORM 103**

Reporting Period (Month/Yr):

Report No:

Page 1

1) Project Name:		8) Contract Award Date:		15) Prime Contractor:	
2) Contract No:		9) Original Award Amount:		16) Street Address:	
3) DBE Goal %:		10) Date Last Payment Received From MTA:		17) City, State, Zip:	
4) DBE Commitment %:		11) Current Contract Value:		18) Contact Name/Title:	
5) DBE Attainment %:		12) MTA Payment This Month:		19) Telephone:	
6) DBE Participation %:		13) Total Dollars Paid to-Date to Prime:		20) Email	
7) Project Completion %:		14) Total Dollars Paid To-Date To DBE Subs:		21) Signature:	

22) METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) DBE Subcontractor(s)/Supplier(s)			**23) Dollars Paid This Month**	**24) Dollars Amount Paid-To-Date**	**25) Type of Work Performed**	**26) Current Work Status / Comments**	**27) Original Committed DBE Dollars**	**28) Dollars +/- Resulting From Change/Mod Order Activity**
SUBCONTRACTOR/SUPPLIER #1	☐ Race Conscious (RC)	☐ Race Neutral (RN)						
NAME								
ADDRESS								
PHONE (Area Code)								
EMAIL								
CONTACT								
ETHNICITY/GENDER								

Special Instructions:	The Prime shall make prompt payment of all monies due and owed to DBE and non-DBE firms within 7 business days upon receipt of payment from the Metro as per contract agreement and Prompt Payment Act. Payment of retention shall be made to all DBE and non-DBE subcontractors within 7 days after satisfactory completion of the subcontracted work. The Form 103 is due to the Metro by the 15th of each month and should reflect all payments made to subs through the last day of the previous month. The Prime must report monthly through the term of the contract, even no work was performed during the reporting period. You may send this document by e-mail each month to: DEODForm103su@metro.net. Also, copy the Contract Compliance Officer. The prime is required to utilize Race Conscious (RC) DBE firms. DBEs are ethnic groups that have been identified as statistically and significantly underutilized. These groups include: African Americans, Asian Pacific Americans, Native Americans, Hispanic Americans, and Subcontinent Asian Americans.

SUMMARY OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUBCONTRACTORS PAID REPORT

FORM 103

Page 2

Reporting Period (Month/Yr) : -

Report No : -

INVOICE PAYMENT HISTORY

Prime Contractor				Sub/Supplier #1:	Sub/Supplier #2:	Sub/Supplier #3:	Sub/Supplier #4:	
Invoice Number	Invoice Date	Invoice Paid Date	Amount Paid	Amount Paid	Amount Paid	Amount Paid	Amount Paid	Total Invoice
GRAND TOTAL (paid-to-date)								

SUMMARY OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUBCONTRACTORS PAID REPORT

Form 103

Page 3

Reporting Period (Month/Yr) : -

Report No : -

(TASK ORDER/CONTRACT WORK ORDERS)

TASK ORDER AWARD HISTORY

Prime Contractor				Sub/Supplier #1:	Sub/Supplier #2:	Sub/Supplier #3:	Sub/Supplier #4:	
Task Order/CWO Number/Description	Award Date	Task Order Value	Prime Award Amount	Award Amount	Award Amount	Award Amount	Award Amount	Total Invoice
CWO #1 - Fences	01/01/00	30,000	11,000	1,000	8,000	10,000		**$30,000.00**
CWO #2 - Pavement	02/01/00	50,000	20,000		20,000	10,000		**$50,000.00**
CWO #3 - Structure	03/01/00	45,000	35,000			10,000		**$45,000.00**
GRAND TOTAL (paid-to-date)		**$125,000.00**	**$66,000.00**	**$1,000.00**	**$28,000.00**	**$22,000.00**		**$125,000.00**

SUMMARY OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUBCONTRACTORS PAID REPORT **FORM 103**

Reporting Period (Month/Yr) : **-** **Page 4**

Report No : **-**

(TASK ORDER/CONTRACT WORK ORDERS)

TASK ORDER PAYMENT HISTORY

Prime Contractor				Sub/Supplier #1:	Sub/Supplier #2:	Sub/Supplier #3:	Sub/Supplier #4:	
Task Order/CWO Number/Description	Invoice Number	Award Date	Paid	Paid	Paid	Paid	Paid	Total Invoice
CWO #1 - Fences	A1	01/01/00	11,000	1,000	8,000	10,000		**$30,000.00**
CWO #2 - Pavement	B1	02/01/00	10,000		10,000	5,000		**$25,000.00**
CWO #2 - Pavement	B2	02/01/00	10,000		10,000	5,000		**$25,000.00**
CWO #3 - Structure	C1	03/01/00	35,000			2,000		**$37,000.00**
GRAND TOTAL (paid-to-date)			**$66,000.00**	**$1,000.00**	**$28,000.00**	**$22,000.00**		**$117,000.00**

SECTION 3 – BID/PROPOSAL DOCUMENTS

This page is intentionally blank

INSTRUCTIONS TO PROPOSERS

IP-01 PREQUALIFICATION REQUIREMENTS

A. All contractors, subcontractors, material suppliers (supplying directly to Metro), and any other firm competing for award of contracts or subcontracts of $100,000 or more will be required to complete and submit a Contractor Pre-Qualification Application. Failure to do so may cause your Proposal to be rejected as non-responsive.

B. Contractor Pre-qualification Applications are due to the pre-qualification office no later than the Proposal due date. Do not put copies of pre-qualification documents in your Proposal.

C. For contact information, please refer to the Letter of Invitation. For detailed instructions, refer to the Pre-Qualification Application which can be downloaded from Metro website (**http://www.metro.net/EBB/PQA/vprequal.htm**), or provided by the Pre-Qualification Office.

IP-02 BIDDERS LIST FORM

A. In accordance with 49 CFR 26.11 (c), Los Angeles County Metropolitan Transportation Authority (Metro) is required to maintain a Bidders List, consisting of all firms bidding on prime contracts and bidding or quoting subcontracts, who seek an award or participation on Metro contracts funded in whole or in part with Federal funds. Each Bidders List is a compilation of Bidders, Proposers, Quoters, subcontractors, manufacturers, and suppliers of materials who have submitted bids during the advertising period of a specific project.

B. **If the Letter of Invitation identifies this RFP as federally funded, all businesses are required to complete and submit a Bidders List Form (PRO FORM 132) when submitting a Bid, Proposal, or Quote directly to Metro.**

C. All businesses that submit a Bid, Proposal, or Quote directly to Metro must also ensure that all of its quoting subcontractors, suppliers, manufacturers and suppliers that the Proposer included in its response to Metro, are required to complete and submit a Bidders List Form (PRO FORM 132).

D. Bidders List Forms (PRO FORM 132) are due at time of Proposal due date as provided in the Letter of Invitation. Failure to submit the Bidders List Form(s) may deem the Proposer non-responsive.

E. Metro will use the Bidders List to identify the universe of DBE and non-DBE contractors and subcontractors who seek to work on Metro contracts for use in establishing Metro overall goals.

IP-03 RESERVED

IP-04 EXAMINATION OF RFP DOCUMENTS

A. All proposals shall be in strict accordance with the Request for Proposal (RFP) Documents.

B. Copies of the solicitation, Metro responses to all written questions, and requests for interpretation and clarification will be available for examination and/or purchase as noted in the Request for Proposal Letter. The proposer is solely responsible for the examination of solicitation documents; reviewing all Amendments; comprehending all conditions that may impact the proposal, and the performance of the Work should the proposer be selected. Failure of the proposer to so examine and inform itself must be at its sole risk.

IP-05 INTERPRETATION OF RFP DOCUMENTS

A. Requests for interpretation or clarification of the solicitation documents shall be submitted in writing. All written requests shall be forwarded to Metro Contract Administrator identified in the Request for Proposal Letter.

B. To ensure that responses are provided to all Planholders, inquiries shall be received at least ten (10) working days prior to the submittal due date. Where such interpretation or clarification requires a change in the solicitation documents, Metro will issue an Amendment.

C. Metro shall not be bound by, and the Planholder shall not rely on for any purpose, any oral interpretation or oral clarification of the solicitation documents.

IP-06 COMMUNICATION WITH METRO

All communications between Metro and the proposers must be in writing addressed to the Contract Administrator identified in the Request for Proposal Letter, except for:

- Issues regarding Pre-qualification addressed in PREQUALIFICATION REQUIREMENTS, and

- The Diversity and Economic Opportunity (DEO) department (such as a list of certified firms and the certification status of a particular firm) may be obtained by contacting the responsible party noted in the Request for Proposal Letter.

IP-07 AMENDMENT

A. Metro reserves the right to revise the solicitation documents prior to the proposal submittal due date. Such revisions, if any, will be made by Amendment to this RFP.

B. Proposers shall acknowledge receipt of all Amendments to the solicitation documents in the Proposal Letter. Failure to acknowledge receipt of all Amendments and to include all the requirements of the Amendments in the proposal may render the proposal unacceptable and cause it to be rejected.

C. Prior to submitting the proposal to Metro for consideration, each proposer is responsible for checking Metro website to ensure that it has received all applicable Amendments.

IP-08 PREPARATION OF SUBMITTAL

A. The proposal shall be formatted in accordance with the requirements specified herein. Proposals shall include the forms provided with the solicitation documents, or on legible photocopies of the forms. Proposers shall complete the forms in accordance with the directions specified in these Instructions and the forms. All required explanatory narratives and the supplementary data are to be included with the proposal forms as indicated.

B. Pencil or erasable ink shall not be accepted. Initial all modifications made to the proposer's entries and identify the proposer's name on the top right of each page. Liquid or dry correction materials shall not be used.

C. Failure to comply with the requirements outlined in these solicitation documents may render the proposal(s) incomplete and may cause proposal rejection. This RFP does not commit Metro to enter into a contract nor does it obligate Metro to pay for any costs incurred in the preparation and submission of proposals.

IP-09 MODIFICATIONS AND ALTERNATIVE PROPOSALS

A. Proposers are cautioned to limit exceptions, conditions, limitations to the provisions of this RFP as they may be determined to be so fundamental as to cause rejection of the proposal for not responding to the requirements of the RFP.

B. Proposers submitting conforming proposals may submit alternate proposals to this RFP as complete separate offers, if the alternate proposals offer technical improvements or modifications that are to the overall benefit of Metro. Metro reserves the right to accept or reject any alternate proposal. Oral or telephonic proposals and/or modifications shall not be considered.

IP-10 SIGNING OF PROPOSAL AND AUTHORIZATION TO NEGOTIATE

A. Proposer or its authorized representative (Proposer’s Representative) shall execute the Proposal and all required solicitation documents. Proposers shall submit evidence of the Proposer’s Representative’s authority.

B. If the proposer is a joint venture or partnership, it shall submit with its proposal a duly notarized Venturer or Partner-executed Irrevocable Power of Attorney that designates the Proposer’s Representative along with a copy of

the signed Joint Venture or Partnership Agreement. The Proposer's Representative shall be empowered to execute the proposal on behalf of the proposer and to act for and bind the proposer in all matters relating to the proposal. The Irrevocable Power of Attorney shall specifically state that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of the proposer that are assumed under the proposal and under any contract arising therefrom. The Proposer's Representative shall execute the proposal on behalf of the joint venture or partnership in its legal name.

IP-11 SUBMISSION OF PROPOSAL

A. Metro will accept proposals submitted by the proposer at the address and place shown in the Letter of Invitation, up to the date and time shown therein.

B. It is the proposer's sole responsibility to see that its proposal is received as stipulated. Metro may leave unopened any proposal received after the date and time for receipt of proposals. Any such unopened proposal may be returned to the proposer.

IP-12 PROPOSAL EVALUATION PROCESS

A. Metro shall review and evaluate the proposals in accordance with the requirements of solicitation documents, including any Good Faith Efforts submittals. Following the evaluation period the Notice of Intent to Award will be sent to all proposers and posted on Metro's website.

B. During the proposal evaluation period, staff shall determine if proposals are complete and proposers are responsible. Responsibility is defined as the apparent ability of the proposer to meet and successfully complete the requirements of the Contract. Responsibility includes, but is not limited to; consideration of a proposer's trustworthiness, the quality of past performance, financial ability, and fitness and capacity to do the proposed Work in a satisfactory manner. Proposers may be required to present further evidence that it has successfully performed similar Work of comparable magnitude or provide other proof satisfactory to Metro that it is competent to successfully perform the Work.

C. For solicitations over $100,000, a debriefing is available to interested parties after award. Proposers must request the debriefing in writing within five (5) days of receipt of the notice of intent to award. Debriefing will be held after award. Any request for a debriefing should be addressed to the Contracting Officer.

IP-13 WITHDRAWAL OF SUBMITTAL

The proposer by means of a written request, signed by the Proposer's Representative, may withdraw a proposal. Such written request shall be delivered to the Contract Administrator identified in the Request for Proposal Letter prior to the award.

IP-14 PRE-AWARD AUDIT

Metro or its representatives, upon reasonable advance written notice, shall have the right to examine any books, records, accounts and other documents of any proposer to determine the reasonableness, allowability, and allocability of the proposal.

IP-15 METRO RIGHTS

Metro may investigate the qualifications of any proposer under consideration inclusive of, but not limited to, the information provided in the Pre-Qualification Application. Metro may require confirmation of information furnished by a proposer, and require additional evidence of qualifications to perform the Services described in this RFP. Metro reserves the right to:

1. Reject any or all of the proposals, at its discretion;
2. Remedy errors in the RFP;
3. Cancel the entire RFP;
4. Issue subsequent RFP;
5. Appoint evaluation committees to review proposals;
6. Seek the assistance of outside technical experts to review proposals;
7. Approve or disapprove the use of particular subcontractors and suppliers;
8. Establish a short list of proposers eligible for discussions after review of written proposals;
9. Solicit best and final offers (BAFO) from all or some of the proposers;
10. Negotiate with any, all or none of the proposers;
11. Award a contract to one or more proposers;
12. Accept other than the lowest priced proposal;
13. Disqualify the proposal(s) upon evidence of collusion with intent to defraud or other illegal practices on the part of the proposer(s);
14. Waive any informalities or irregularities in any proposal, to the extent permitted by law; and
15. Award a Contract without interviews, discussions or negotiations.

IP-16 PUBLIC RECORDS ACT

A. Responses to this RFP must be subject to the provisions of the California Public Records Act (California Code Government Code, §6250 et seq.).

B. Any documents provided by the Contractor to Metro marked "Trade Secret," "Confidential," or "Proprietary" or any financial records provided by the Contractor to Metro shall be handled in accordance with the General Condition entitled "Public Records".

IP-17 DISQUALIFICATION OF PROPOSERS

A. Federal Organizational Conflict of Interest may apply to this procurement. See Supplemental Condition entitled, Organizational Conflict of Interest.

B. Any person, firm, corporation, joint venture or partnership, or other interested party that has been compensated by Metro or a contractor engaged by Metro for assistance in preparing the RFP Documents 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.

C. After the RFP is issued, any person, firm, corporation, joint venture or partnership, or other interested party that has discussions regarding this RFP with anyone within Metro other than the Contract Administrator may be considered to have gained an unfair competitive advantage. The enclosed Metro Lobby Ordinance, Certification of Conflict Checklist and Metro Code of Conduct shall govern the limits of participation. Non-compliance with these regulations could lead to disqualification. All communications with Metro shall be in accordance with the instruction, COMMUNICATIONS WITH METRO.

IP-18 FILING OF PROTESTS

A. All Protests must be filed and resolved in a manner consistent with the Metro, "PROTEST INSTRUCTIONS" (available for download at http://www.metro.net/EBB/protest.pdf).

B. Appeals related to a Pre-Qualification Denial must be filed in accordance with the Pre-Qualification Appeal entitled Contractor Pre-Qualification Program (available for download at http://www.metro.net/EBB/PQA/vprequal.htm).

END OF INSTRUCTIONS TO PROPOSERS

DBE INSTRUCTIONS TO BIDDERS/PROPOSERS AND FORMS (FEDERAL - FHWA)

100 DBE PROGRAM

101 **FEDERAL OBLIGATION:** This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.*

102 **METRO POLICY STATEMENT:** It is Metro's policy to provide equal opportunity for Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, to receive and participate on DOT-assisted contracts. It is also our policy to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. Ensure that Metro's DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove barriers to the participation of DBEs in DOT-assisted contracts; and
6. Assist the development of firms that can compete successfully in the market place outside the DBE program.

103 **INTERPRETATION:** Any conflict, error, omission or ambiguity which may arise between these instructions and the federal regulations or the above mentioned DBE Program obligation, shall be resolved first in favor of the federal regulations and second the DBE Program. Failure of an Offeror, its subcontractors, consultants, suppliers or other entities to carry out these requirements may be grounds for Metro to implement administrative penalties or other remedies imposed by Metro.

104 **SUSPENSION OR DEBARMENT:** Suspension or debarment proceedings may be initiated by Metro against any firm that:

1. Attempts to participate in a DOT-assisted program as a DBE and does not meet the eligibility criteria stated in the certification standards for DBE programs; or on the basis of false, fraudulent or deceitful statements; or under circumstances indicating a serious lack of business integrity or honesty.

2. Attempts to use false, fraudulent or deceitful statements, or representations in order to meet its DBE administrative requirements, or uses another firm that does not meet the DBE eligibility criteria stated in the certification standards.

In accordance with 49 CFR Part 26.107 DOT may take action itself through its Fraud and Civil Remedies Program or refer the matter to the Department of Justice for prosecution under appropriate criminal statutes.

Metro may refer any false, fraudulent, or dishonest conduct to the attention of the Department of Transportation in connection with the DBE program, so that DOT can

take the steps (e.g., referral to the Department of Justice for criminal prosecution, and/or referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules).

105 **METRO OVERALL DBE GOAL:** Metro has established a triennial overall DBE goal for DBE participation. Metro will use both Race-Conscious (RC) and Race-Neutral (RN) measures to achieve its overall goal. To ascertain whether the overall DBE goal is being achieved, Metro will monitor contractor's DBE commitments and will track the payments to all firms (DBE and Non-DBE).

106 **DBE MEASURES**: Includes setting DBE contract goals for the participation of DBE groups found in Metro's Disparity Study to have significant statistical disparity. The DBE groups are African Americans, Asian Pacific Americans, Native Americans, Hispanic Americans, and Subcontinent Asian Americans.

107 **RACE NEUTRAL (RN) DBE MEASURES**: The DBE group(s) that have not been found in Metro's Disparity Study to have significant statistical disparity and cannot be counted toward the DBE contract goal, but will be counted as RN DBE participation in accordance with 49 CFR Part 26.

Participation by all DBE groups will be tracked and reported to meet Metro's overall DBE goal.

200 DBE PARTICIPATION

201 **DBE CONTRACT GOAL**: DBE goals are established based on the analysis of the scope of work, and the availability of DBE firms that are ready, willing, and able to perform. If established, the contract goal is listed in the "Letter of Invitation Supplement (FHWA)" contained in the solicitation document.

If a contract goal is not established, Offerors are encouraged to utilize DBE firms when opportunities are available during the performance of the contract. The successful Offeror will be required to report DBE participation throughout the period of performance. DBE participation obtained when a contract goal is not established is counted as RN participation.

202 **RESPONSIVENESS TO CONTRACT GOAL:** If a DBE contract goal is established for this contract, obtaining the contract goal is a matter of responsiveness. Offerors are required to document sufficient DBE participation to meet the goals, or alternatively, document adequate good faith efforts (GFE). Offerors shall provide the following:

1. Names and addresses of DBE firms that will participate in this contract;
2. Description of the work each DBE will perform;
3. Dollar commitments of each DBE firm participating;
4. Written documentation of the Offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. Evidence of good faith efforts must be submitted with the bid/proposal if the Offeror fails to meet the goal. (refer to Section 400 - GFE Requirements).

203 **CONTRACTOR ASSURANCE:** The Offeror makes the following assurance and shall, after contract award, include this assurance verbatim in each subcontract and/or purchase agreement awarded to both DBE and non-DBE subcontractors, suppliers, truckers, and brokers.

Contractors, subrecipients, nor subcontractors shall discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

204 **DBE COMMITMENT FORMS**: Offerors shall submit with its bid/proposal completed DBE Forms as provided in these Instructions to Bidders/Proposers (See: TABLE 1 – DBE COMMITMENT FORMS).

DBE FORMS

DBE SUBMITTALS

Submit DBE Forms 1 through 5 with bid/proposal (even if DBE goals were not established).

Form 1 Proposed Subcontractors & Suppliers
Form 2 Affidavit
Form 3 Proposed Lower Tier Subcontractors & Suppliers
Form 4 Business Data Sheet
Form 5 DBE Affirmation

The Offeror shall provide, as part of its bid/proposal a complete listing of DBE and non-DBE subcontractors that will perform any portion of the work, together with a description of their scope of work and dollar value of their participation.

205 **DBE INFORMATION:** Offerors are informed of the following:

1. DBE firms must be certified by the California Unified Certification Program (CUCP) by bid/proposal due date (reference Section D500 DBE Certification Requirements).
2. DBE firms must be certified in the North American Industry Classification System (NAICS) code(s) representing the scope(s) of work listed for DBE credit.
3. DBE firms listed to meet the contract goal must be in the designated DBE groups. (See: Section 106 (DBE) Measures). Offeror will receive credit toward the contract goal for DBE groups. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company.
4. A DBE joint venture partner must be responsible for performing a clearly defined scope of work. DBE joint venture partners must actually perform, manage and supervise the work with its own forces; and share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

5. DBE firms must perform a commercially useful function, by being responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising at least 30% of the project work with its own workforce (See: Section 301- "Commercial Useful Function").

206 **REPLACEMENT OF A DBE FIRM:** Prior to contract award, if an Offeror list's a DBE firm that was denied prequalification, the Offeror shall replace the DBE firm with another DBE subcontractor. The Offeror shall notify the Diversity & Economic Opportunity Department of this occurrence, and shall obtain prior written approval for replacement of the DBE firm. Offeror shall document good faith efforts to replace DBE firm by following the good faith effort steps outlined in Section 400 Good Faith Efforts Requirements.

300 COMMERCIAL USEFUL FUNCTION AND COUNTING DBE PARTICIPATION

301 **COMMERCIAL USEFUL FUNCTION:** To receive DBE participation credit towards the DBE contract commitments, DBE firm(s) must perform a commercially useful function (CUF). A DBE must perform at least 30% of its listed work with its own workforce or must not subcontract a greater portion of the work than would be expected on the basis of normal industry practices for that type of work. A DBE performs a CUF when it is responsible for a clearly defined and distinct scope of work. DBE firms must be responsible for the execution of the work and carrying out its responsibilities by actually performing, managing, and supervising the work involved and normal industry practices.

Metro will count DBE participation, for firms performing a CUF, in accordance with 49 CFR Part 26.55. When a DBE participates in a contract, Metro will count only the value of the work actually performed by the DBE toward the DBE contract goal(s).

1. **DBE as the Prime Contractor:** 100% DBE credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies, for a construction contract, obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliates). When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE contract goal(s).

2. **DBE as a Joint Venture Contractor:** 100% DBE credit shall apply to the clearly defined and distinct portion of work performed by the DBE's own workforce.

3. **DBE as a Subcontractor:** 100% DBE credit shall apply to the work performed with the DBE's own forces, including the cost of materials and supplies (does not include: the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime contractor or its affiliates). Work that a DBE subcontractor subcontracts to a non-DBE firm shall not be credited towards the DBE contract goal.

4. **DBE as a Material Supplier or Broker:**

   a) 60% DBE credit for the cost of the materials or supplies purchased from a DBE regular dealer.

   b) 100% DBE credit for the cost of materials or supplies obtained from a DBE manufacturer.

   c) 100% DBE credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

5. **DBE as a Trucker:** 100% DBE credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed and insured by the DBE must be used on the contract. Credit will be given for the full value of all such DBE trucks operated using DBE employed drivers. DBE credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company. Metro uses the following six (6) factors in determining whether to count expenditures to a DBE trucking firm, to determine if it is performing a commercially useful function:

   a) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract and there cannot be a contrived arrangement for the purpose of meeting DBE goals.

   b) The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the contract.

   c) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

   d) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases the trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

   e) The DBE may also lease trucks from a non-DBE, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.

   f) For the purposes of determining whether a DBE trucking company is performing a commercially useful function, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for

use of the leased truck. Leased trucks must display the name and identification number of the DBE.

400 **GOOD FAITH EFFORTS –** Offerors who fail to meet the goal are required to include documentation of good faith efforts by the bid/proposal due date.

401 **GOOD FAITH EFFORTS REQUIREMENTS:** Offerors are reasonably expected to take active and aggressive measures sufficient to meet the DBE contract goal, even if not fully successful. Mere pro forma good faith efforts are not sufficient to meet the DBE contract requirements. Only those efforts made prior to bid/proposal due date shall be considered for GFE evaluation. GFE measures taken by a third party shall not be considered.

402 **GOOD FAITH EFFORTS RESPONSIVENESS:** To determine whether an Offeror who failed to meet the DBE contract goal may be deemed responsive, Metro must determine whether the effort taken to obtain DBE participation satisfies the GFE requirements. Metro will consider the quality, quantity, and intensity of the good faith efforts made by an Offeror.

1. Any of the following conditions constitute failure to meet the contract goal and will require submittal of good faith effort documentation:

   a. The DBE commitment reflected in the DBE Commitment Forms is less than the DBE contract goal established.

   b. Firms listed toward meeting the contract goal but are not certified by the bid/proposal due date in the NAICS codes for the listed work to perform and/or not performing a commercial useful function.

2. If the Offeror has not met the stated contract goal, documentation of its GFE shall be submitted to the Contract Administrator in the proper form and upon written request of Metro, within 48 hours of notice.

3. Metro will evaluate each GFE item on a pass/fail basis. Offerors will receive either full or zero (0) points for each GFE item. Offerors must receive a score of 75 – 100 points to pass the GFE requirements. Offerors achieving a passing score of 75 or more points are considered responsive to the GFE requirements. Offerors who receive a score less than 75 points is considered to have failed the GFE requirements.

4. Metro shall notify Offerors in writing whether GFE requirements were met or not met. The notification will explain the basis and include the reasons for the determination. If an Offeror fails GFE, the Offeror will be provided the opportunity for administrative reconsideration of Metro's GFE determination.

403 **RECONSIDERATION:** Offerors shall receive written notification detailing the results of their GFE evaluation. If the Offeror failed to achieve adequate good faith efforts to meet the established DBE goal(s), they shall have the right to request a Reconsideration Hearing. Hearing procedures include:

1. Right to Reconsideration Hearing: If an Offeror receives notice that they failed GFE requirements, they may request a reconsideration hearing. Hearing requests shall be made in writing, via U.S. Mail or delivery service to Metro, Attn: Karen Gorman, GFE Reconsideration Officer, One Gateway Plaza, Mail Stop 99-11-12, Los Angeles, CA 90012-2952. Requests may also be submitted by facsimile to the Reconsideration Officer's ("RO") fax number at 213.922.2986, provided, however, that requests must be received by the RO within two (2) business days after the date the Offeror receives DEOD notice. The Offeror shall be presumed to have received the notification five (5) days after the date of the DEOD notice letter. The RO shall provide DEOD with a copy of the hearing request.

2. Scheduling of Reconsideration Hearing: Upon receipt of a request for a reconsideration hearing, the RO or his/her designee will contact the Offeror and the DEOD to schedule the hearing. Reconsideration hearings will be held no later than five (5) business days after receipt of the Offeror's request, unless the RO agrees to extend this time period based on good cause. Extensions are disfavored.

3. Decision: The RO will provide a written decision to the Offeror and DEOD within five (5) business days of the hearing, or as soon as possible thereafter. The decision will explain the basis for finding that the Offeror did or did not meet the goal or make adequate good faith efforts to do so. Pursuant to 49 CFR 26.53, the decision is final and not administratively appealable to any other person within Metro, the United States Department of Transportation or any other authority.

404 **GOOD FAITH EFFORTS STEPS:** The achievement of good faith efforts (GFE) will be based on evaluation of the following criteria in accordance with 49 CFR Part 26.53 Appendix A.

(1) ADVERTISEMENT
(2) NOTIFICATION TO SMALL BUSINESS ORGANIZATIONS/COMMUNITY GROUPS
(3) SELECT PORTION OF THE WORK TO BE SUBCONTRACTED
(4) REQUEST FOR PROPOSAL, SPECIFICATION INFORMATION
(5) SOLICITATION FOLLOW-UP
(6) ASSISTANCE IN OBTAINING BONDS & INSURANCE
(7) ATTEND PRE-BID/PRE-PROPOSAL CONFERENCE
(8) LIST OF SUBCONTRACTORS SUBMITTING BIDS/PROPOSALS
(9) COMMITMENT OF OTHER OFFERORS

1. ADVERTISEMENT **(15 POINTS)**

(Ref: "Attachment A – Sample Advertisement" and complete "Attachment B - Newspaper Advertisement Log")

Effort: No fewer than 21 days prior to the bid/proposal opening date, Offerors shall have in place advertisements soliciting sub-bids on this contract from DBE firm(s). If, due to the bidding/proposal schedule established by Metro, 21 days are not available, advertisements for a shorter reasonable period of time is acceptable. Such advertisements will refer only to bids/proposals for

Metro's contract and will specify the categories of work for which subcontracting opportunities exist for this contract. The advertisements will be placed in a minimum of three paid daily or weekly newspapers: Offeror shall advertise in one general newspaper and two advertisements in varied minority and/or women trade association newspapers or other minority and/or women trade focus publications or media that will reach all DBE firms. The advertisements will be in publications or media that can reasonably be expected to reach both women and minority DBE firms that are likely to bid/propose on this contract.

1. The advertisement shall include, at a minimum, the name of the newspaper, company contact person, type of publication, circulation dates of advertisement, project name and number, date of DBE subcontractor bid/proposal or quote due date to the Offeror, Offeror bid/proposal due date to Metro, detailed description of subcontracting work solicited, and time and location where bid/proposal plans, specifications and other documents may be reviewed.

2. The advertisement must further identify Metro as owner, and indicate that the solicitation is in response to Metro's DBE requirements and that the Offeror will provide an equal opportunity to DBEs and that intends to conduct itself in good faith with DBE firms seeking subcontract opportunities for the contract.

Evidence: Include a list of advertisements placed, including a copy of the advertisements and/or tear sheets (with authorized media signatures). Metro will closely analyze the tear sheets to verify dates and adherence to requirements.

2. NOTIFICATION TO SMALL BUSINESS ORGANIZATIONS AND COMMUNITY GROUPS (5 POINTS)

Effort: Notification must be made to outreach to a minimum of five (5) small business and disadvantaged business organizations and community groups. For assistance, reference the listing of member organizations included in Metro's Transit Business Advisory Council (TBAC) website: **http://www.metro.net/about/deod/member-organizations**.

Notification to organizations shall include at a minimum, the items that are required for advertisement under GFE item #1.

Evidence: Copies of letters, e-mails, faxes, fax confirmation sheets, telephone logs, etc. used to contact organizations. The documentation must include names of organizations/groups, dates, names of contacts, and telephone numbers. Copies of correspondence received from any of these organizations/groups acknowledging contact by proposer shall be considered in assessing evidence of good faith effort. Evidence of a minimum of five (5) organizations/groups must be attached.

3. SELECT PORTION OF THE WORK TO BE SUBCONTRACTED (10 POINTS)

(Complete "Attachment C – Selected Work Categories Form")

Effort: The Offeror shall determine which services it intends to perform with its own work force and those services that it intends to subcontract. Include estimates for each scope of work identified. Offerors must have selected enough subcontracting items to meet the goal. The categories listed must also include subcontracting items identified in Offerors DBE Commitment Forms.

Evidence: Documents showing all the work that the Offeror intends to perform with its own work force and all the work that the Offeror has identified for subcontracting/supply should be evidenced on the selected work categories form.

4. INVITATION FOR BID/REQUEST FOR PROPOSAL, SPECIFICATIONS AND INFORMATION (10 POINTS)

(Complete "Attachment G – Sample Letter of Solicitation" and use "Attachment D – Written Solicitation Submittal Form")

Effort: Extend written Requests for Bid or Proposal to DBE firms included in the Metro DBE certified list. See "Guidelines for Contacts for Various Work Categories" following Evidence #4 in this section. Solicitation letters shall be mailed, emailed or sent no fewer than 21 days prior to the bid/proposal due date. If, due to the schedule established by Metro, 21 days are not available, a mailing providing a shorter reasonable period of notice is acceptable.

Evidence: Names, contact persons, addresses, phone numbers, and dates of all DBE firms solicited at least 10 days prior to bid/proposal due date and by what means (certified letters, fax, phone, emails, etc.). Copies of the solicitation letters must be included. Only certified DBE firms will be taken into consideration. Offerors notifications shall:

1. Clearly identify portions of the work to be subcontracted, and offer to break down any portion of the work into economically feasible units in order to facilitate DBE participation.

2. Identify if there is a bond requirement for subcontractors for this contract and specify requirements.

3. Offer assistance with regard to bonding requirements and insurance requirements, where applicable, and/or financing (e.g., lines of credit), specifying the type of assistance that the Offeror is offering. Assistance may include, but is not limited to the following:

    a. Contact bonding and/or insurance companies on behalf of DBEs.
    b. Arrange with sureties incremental or phased bonding for the DBEs. and/or pay for the cost of the bond or insurance
    c. Waive bond or other requirements.

d. Refer DBEs to Business Development Centers or other resource agencies, which may assist DBEs in obtaining bonding, insurance, or lines of credit.
e. Offer to make plans and specifications available to DBEs at reasonable hours for viewing, copying, or borrowing and provide a list containing the location of plan rooms.

4. When complying with the guidelines for contacting an adequate number of DBE firms, Offerors shall use Metro's DBE certified list included in the solicitation. As an additional resource, Offerors may obtain a listing from the CUCP directory. Prior to obtaining any additional listings, Offeror shall first use Metro's CUCP listing of certified firms. Offerors shall ensure that all DBE firms listed shall be certified under NAICS codes applicable to the scopes of work associated with the project. Additional DBE listings, not included in the solicitation, must be included in the Offerors good faith efforts response.

Note: Determination of an adequate number of DBE's contacted shall depend on the number of DBEs available in each of the NAICS code work categories.

Guidelines for Contacts for various Work Categories:	
Number of DBEs Identified	Guidelines for number of DBEs to Contact
1 - 50	Contact 50% of all listed DBEs
51 - 199	Contact 50% of all listed DBEs
200 or more	Contact 40% of all listed DBEs

5. SOLICITATION FOLLOW-UP (15 POINTS)

(Complete Attachment E – Solicitation Follow-up Log)

Effort: Offerors shall follow up initial solicitations of DBE sub-bids/proposal and quotes no later than 10 days after the mailing of the initial solicitation letters. Follow-up must be with same firms solicited from the Metro DBE certified list. The follow-up will be conducted by someone familiar with the project and capable of answering questions from potential DBE subcontractors. If, due to the schedule established by Metro, 10 days are not available between the mailing of the solicitations and the bid/proposal due date, follow-up shall occur within a shorter reasonable period of time. Follow up communication may be conducted via orally or email. Oral communication must be followed up with email for documentation.

Evidence: Follow-up must be done with a minimum of 75% of the initial solicitations to certified DBEs. Such follow-up activity must be documented by telephone logs or other written documentation which provide, at a minimum, the following information:

1. Type of contact, e.g., telephone call, visit, email, letter.

2. Name and position of person who made contact on behalf of the Offeror.
3. Name and address and/or email of firm contacted.
4. Name and position of person contacted, telephone number, and date of contact.
5. The response from the firm contacted with regard to its interest in submitting a sub-bid.
6. Email return receipts to document successful delivery to DBE subcontractors and, in the case of returned email correspondence, documentation from the mail server that the email was undeliverable.
7. Follow-up, if any, to the assistance offered in the initial solicitation letter with regard to breakdown of work into economically feasible units, bonding, insurance, lines of credit, and plans and specifications.

6. ASSISTANCE IN OBTAINING BONDS AND INSURANCE (5 POINTS)

Effort: Assist DBE firms in obtaining bonding and insurance. The maximum points given if bonding and insurance is not required.

Evidence: Includes a description of assistance provided by Offeror to DBEs in obtaining bonding and insurance.

7. ATTENDANCE AT PRE-PROPOSAL CONFERENCE (10 POINTS)

Effort: Attendance at the Pre-Bid / Pre-Proposal Conference scheduled by Metro. Each Offeror is strongly encouraged to attend the pre-bid/proposal meetings to be informed of the DBE requirements for this contract and provides an opportunity for Offerors to meet, network and outreach to DBE firms. Regardless of whether an Offeror attends the meeting, the Offeror assumes responsibility for being informed and complying with DBE and GFE requirements.

Evidence: Name and date of person(s) attending (verified by conference sign-in sheet).

8. LIST OF SUBCONTRACTORS SUBMITTING BIDS/PROPOSALS (15 POINTS)

(Complete Attachment F – List of All Firms/Solicitation Responses Received)

Effort: The Offeror negotiated in good faith with DBEs and did not unjustifiably reject bids/proposals prepared by any DBE. For each DBE contacted who declined to bid, the reason provided by the DBE for declining to bid. If the reason cited relates to bonding, financing or insurance, or requested further breakdown of the work the Offeror must provide documentation describing in detail the assistance offered by the Offeror to the DBE.

Evidence: Names, addresses, dates, contact person, phone numbers, and emails of all subcontractors DBE and non-DBE firms who submitted bids/proposals and copies of all proposals including telephone bids for all work categories identified in GFE item #3. Identify number of total bids, proposal or quotes received for each work category and corresponding number from DBE firms. Indicate reason for your choice of subcontractor(s). Submit written (e.g. emails, letters or faxes)

documentation evidencing good faith negotiations between subcontractor and Offeror. Only significant price differences (10% or more) between selected subcontractor/supplier, rejected DBE and prime contractors are valid cause for rejecting bid/proposals. Offerors must have selected enough subcontracting item to meet the goal.

9. COMMITMENT OF OTHER OFFERORS (15 POINTS)

Effort: In determining whether an Offeror has made good faith efforts, Metro will take into account the performance of other Offerors in meeting the contract goal. If an apparent successful Offeror fails to meet the contract goal, but others meet it, Metro will reasonably raise the question of whether, with additional reasonable efforts, the apparent successful Offeror could have met the goal. If the apparent successful Offeror fails to meet the goal, but meets or exceeds the average DBE participation obtained by other Offerors, Metro may view this, in conjunction with other factors, as evidence of the apparent successful Offeror having made good faith efforts.

Evidence: Metro will review the Offerors efforts in conjunction with other factors, such as contract goal, DBE commitments, and good faith efforts made by other Offerors.

405 **GOOD FAITH EFFORTS DOCUMENTATION FORMS:** The following GFE documentation forms shall be in the Offeror's efforts to meet good faith criteria:

ATTACHMENT A - SAMPLE ADVERTISEMENT

ATTACHMENT B - NEWSPAPER ADVERTISEMENT LOG

ATTACHMENT C - SELECTED WORK CATEGORIES FORM

ATTACHMENT D - WRITTEN SOLICITATION SUBMITTAL FORM

ATTACHMENT E - SOLICITATION FOLLOW-UP LOG

ATTACHMENT F - LIST OF ALL FIRMS/SOLICITATION RESPONSES RECEIVED

ATTACHMENT G - SAMPLE LETTER OF SOLICITATION

ATTACHMENT A - SAMPLE ADVERTISEMENT

DBE SUBCONTRACTORS/SUPPLIER BIDS REQUESTED

CONTRACT NO. B234
WINDOW INSTALLATION, LOS ANGELES, CA.

BID/PROPOSAL SUBMITTAL DATE: DECEMBER 29, 20xx @ 2:00 PM

OWNER: LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO)
PERFORMANCE/PAYMENT/SUPPLY BOND MAY BE REQUIRED

THIS ADVERTISEMENT IS IN RESPONSE TO METRO'S DBE PROGRAM. LA CORP. INTENDS TO CONDUCT ITSELF IN "GOOD FAITH" WITH DBE FIRMS REGARDING PARTICIPATION ON THIS PROJECT. DRAWINGS AND SPECS WILL BE REVIEWED IN OUR OFFICE MONDAY THROUGH FRIDAY, 8:00 AM TO 5:00 PM. QUOTES ARE REQUIRED BY COB, DECEMBER 25, 20xx, SO THAT ALL BIDS CAN BE FAIRLY EVALUATED. PLEASE SUBMIT BIDS FOR THE FOLLOWING WORK (BUT NOT LIMITED TO): SIGNS, TRACK CONSTRUCTION, TIMBER TIES, BALLAST, APPURTENANCES, RAIL WELDING, A.C. PAVING, REINFORCING STEEL, SUPPLY PORTLAND CEMENT, CONCRETE PUMPING, METAL FABRICATIONS AND ELECTRICAL.

CONTACT: JOE DOE, PROJECT MANAGER - LA CORP.
134 MAYFLOWER AVE, LOS ANGELES, CA 90343
213/555-5555 FAX 213/555-5555

ATTACHMENT B - NEWSPAPER ADVERTISEMENT LOG

(Attach copies of ads)

Newspaper	Phone No.	Type of Publication Minority/General/Trade	Circulation	Dates of Advertisement

ATTACHMENT C - SELECTED WORK CATEGORIES FORM

Work Categories	Type of Bid (Subcontractor/Supplier)	Offeror's Estimated Budget	Percentage of Contract	Additional Comments
Offeror:	**Indicate work Offeror intends to self-perform with its own workforce:**			

ATTACHMENT D - WRITTEN SOLICITATION SUBMITTAL FORM
Attach copy of Solicitation Letter

Please check one:

☐ I've attached a list of solicitations*

☐ Refer to log below

Date Sent	Name of DBE Firm	Contact Person	Email and/or Phone Number	Work Category

* If attaching list of solicitations, the list must contain same information required on the log.

ATTACHMENT E - SOLICITATION FOLLOW-UP LOG

Date and Time	Follow-up Method	Name of DBE Firm	Contact Person	Email and/or Phone No.	DBE Response	Bidding Yes/No	Date Bid Received

ATTACHMENT F - LIST OF ALL FIRMS/SOLICITATION RESPONSES RECEIVED
for
METRO - PROJECT NAME AND NUMBER

Name of Subcontractor/Supplier/ Broker/Regular Dealer	Address	Email and/or Phone	Category of Work	Amount	Lowest Bidder, will award contract	Reasons for rejecting

ATTACHMENT G - SAMPLE LETTER OF SOLICITATION

Date

DBE Firm
Address
City, State, Zip

ATTN: Chief Estimator

Project: B234, Trackwork Installation
Owner: Metropolitan Transportation Authority
Bid/Proposal Due Date: December 29, 20xx at 2:00 p.m.

We are bidding the above project as a prime contractor and would appreciate quotes from DBEs who are currently certified with metro for the following services and/or materials:

Clearing and Grubbing	Signal & Lighting
Excavation	Fencing
Backfill	Construction Area Signs
Landscaping	

Plans and specifications are available for inspection at our office or at a local plan room (give name and location of alternate plan rooms, if available). Should you need any assistance in obtaining bonding or insurance, please feel free to call us. DBE firms are also referred to the Small Business Administration (SBA) and/or the Federal Department of Transportation (DOT) Bond Assistance Programs.

We are an Equal Opportunity Employer and, as a matter of policy, encourage the participation of Small Business Enterprises.

All DBE firms must be certified by the bid/proposal due date and must provide our office with a copy of your DBE certification to include with the bid/proposal. Should you have any questions regarding metro's certification process, contact metro's certification Hotline at (213) 922-2600.

We will be contacting you by phone regarding this project, but feel free to contact us at (phone number) or by fax (phone number).

Yours truly,

Mr. Jim Mason
Chief Estimator

500 DBE CERTIFICATION

501 **CERTIFICATION REQUIREMENTS**: A firm only holding a current DBE certification issued by a certifying agency in the California Unified Certification Program (CUCP) may participate in the Metro DBE Program. Firms listed by Offerors to meet DBE contract goal(s) must be certified by bid/proposal due date. Metro has a responsibility to ensure that eligible DBE firms participate in Metro's contracting. If not, firm's participation may not be counted toward the Offeror's DBE commitment. Offerors shall ensure DBE firms are certified in the North American Industry Classification System (NAICS) codes for the work in which the DBE firm is listed to perform and for which the Offeror seeks DBE credit towards its DBE commitment. Certifications as a Metro DBE firm, means the firm met the DBE certification requirements and eligibility standards of the CUCP in accordance with 49 CFR Part 26 –Subpart D Certification Standards as followed by the CUCP. These standards and procedures are described in detail in the Certification Instructions, provided with the Application for Certification. Interested individuals or companies seeking certification will start the process by obtaining a copy of the DBE Application and Instructions.

502 **DBE CERTIFICATION ELIGIBILITY:**

1. Each applicant for DBE certification must prove to Metro's Certification Unit, by a preponderance of the evidence, that the applicant meets the criteria of social and economic disadvantaged, business size, ownership and control.

2. Certifications with respect to economic disadvantage, including signed statements of personal net worth and supporting documentation are required. If an individual's Statement of Personal Net Worth shows that the individual's personal net worth exceeds $1.32 million the individual's presumption of economic disadvantage is rebutted and the person is not qualified to be a SBE owner.

3. The applicant firm can only be an eligible DBE, if the firm is an existing small business and including its affiliates, has had average gross receipts over the previous three years of less than $23 million or as adjusted for inflation by the US Secretary of Transportation.

4. A firm's ownership by at least 51-percent majority owned by socially and economically disadvantaged individuals and must be real, substantial and continuing, going beyond pro forma ownership of the firm as reflected in merely the ownership documents but possess the power to control the firm's management and policies.

5. The firm must be independent and not depend on its relationship with another firm or firms to be viable.

503 **VERIFY THAT DBE CERTIFICATION IS CURRENT:** Offerors shall confirm the DBE certification status of listed DBE firms. To verify status of firms, for additional certification information, questions and to obtain a certification application, Offerors or other interested parties may contact the Metro Certification Unit via email at **CertificationUnit@metro.net** and by calling the DEOD Hotline at (213) 922-2600.

Requests for verification of a firm's DBE certification status, granted by Metro, can also be sent by fax to (213) 922-7660. It is recommended that verification be made within 72 hours of the bid/proposal due date. Offerors shall include in its bid/proposal a copy of the DBE certification letter for each DBE firm listed. The letter serves to assist in verifying a firm's eligibility.

600 CONTRACT COMPLIANCE

COMPLIANCE MONITORING: Metro will monitor the Contractor's compliance with the DBE Program and administrative requirements for this contract as provided in the Contract Compliance Manual Federal incorporated into the executed contract.

TABLE 1 - DBE COMMITMENT FORMS

Form No.	Form Name	To Be Completed By		DBE Form Submittals
		Offeror (Includes DBE Primes)	All Subcontractors/Suppliers	
Form 1	Proposed List of Subcontractors & Suppliers	☑		**Required**
Form 2	DBE Affidavit	☑		**Required**
Form 3	DBE Proposed lower tier subcontractors & suppliers		☑	**Required**
Form 4	Business Data Sheet	☑	☑	**Required**
Form 5	DBE Affirmation **(Only if subcontracting with DBE business)**	☑	☑	**Required**

- The Offeror is required to complete and submit DBE Forms 1, 2 and 4. The Offeror and each DBE subcontractor are required to complete and submit Form 5.
- All Subcontractors/Suppliers are required to complete and submit Form 3 (if they are subcontracting) and Form 4. Subcontractors and Suppliers are required to complete and submit Form 5 if subcontracting with a DBE business.

NOTE: Offerors are required to utilize Race Conscious (RC) DBE firms in the performance of this project. DBEs are ethnic groups that have been identified as statistically and significantly underutilized. These groups include: African Americans, Asian Pacific Americans, Native Americans, Hispanic Americans, and Subcontinent Asian Americans. ONLY DBEs listed in the Offeror's bid or proposal will be counted towards the contract goal.

Metro will achieve its overall DBE goal using race conscious and race neutral measures in accordance with the US Department of Transportation DBE Program Rule 49 Code of Federal Regulations, Part 26. Race Neutral (RN) DBEs include non-minority women.

FORM 1 – PROPOSED LIST OF SUBCONTRACTORS AND SUPPLIERS

TO BE COMPLETED BY OFFEROR

Offerors are required to list ALL (DBE and Non-DBE) first-tier subcontractors. Offerors are required to utilize Race Conscious (RC) DBE firms in the performance of this project. DBEs are ethnic groups that have been identified as statistically and significantly underutilized. These groups include: African Americans, Asian Pacific Americans, Native Americans, Hispanic Americans, and Subcontinent Asian Americans. ONLY DBEs listed in the Offeror's bid or proposal will be counted towards the contract goal. Metro will achieve a percentage of its overall goal utilizing race neutral measures. Race Neutral (RN) DBEs include non-minority women.
Completion of this form and Form 4 (Business Data Sheet) fulfills the requirements of the California Subletting and Subcontracting Fair Practices Act.

1. Offeror's Name: _____ 2. Project Name: _____
3. Total Bid Price: _____ 4. Bid Due Date: _____

	A	B	C	D	E	F	G
	NAME OF OFFEROR AND ALL SUBCONTRACTORS (1ST TIER)	DESCRIPTION OF WORK	SUBCONTRACTORS: C = Consultant Or Contractor S = Supplier[1] M= Manufacturer B = Broker[1] T = Trucker	BID PRICE	BID PRICE FOR DBE FIRMS (Race Conscious participation)	BID PRICE FOR OTHER DBE FIRMS (Race Neutral Participation)	TOTAL DBE BID PRICE (COL # E + F)
Offeror			Prime's $ Amount with its own workforce →			$	$
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9. TOTAL BID PRICE (Should equal Line #3 above) →				$	$	$	$

[1]If a DBE or RN DBE firm listed in column D and E are regular dealers, enter 60% of the bid price in column G. If a DBE or RN DBE firms listed in column D and E are brokers, enter the total amount of the fees and/or commissions charges in column G. If a DBE business is listed to provide materials/supplies, only sixty-percent (60%) of the cost for materials/supplies will be counted toward the DBE.

FORM 2 – DBE AFFIDAVIT

TO BE COMPLETED BY OFFEROR ONLY

Part A: DBE GOAL DECLARATION

☐ **DBE GOAL ACHIEVED**

The Offeror declares to the best of its knowledge, information and belief that by its efforts, it ACHIEVED a level of participation greater than or equal to the goal established for DBE participation.

The level achieved is _____ percent (_____ %)

☐ **DBE GOAL NOT ACHIEVED**

The Offeror declares to the best of its knowledge, information and belief that while it made efforts to achieve the DBE participation goal, it DID NOT ACHIEVE a level of DBE participation greater than or equal to the goal established for DBE participation.

The level achieved is _____ percent (_____ %)

While the Offeror did exert efforts to achieve the goal, it was not successful. The Offeror shall submit its Good Faith Efforts documentation at the time of bid to be deemed responsive to the DBE requirements.

DO NOT INCLUDE EVIDENCE OF GOOD FAITH EFFORTS WITH BIDS/PROPOSALS

Part B: SIGNATURE

Executed on: _____, 20_____, at, _____, _____
Date City State

Business Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

E-mail: _____

Phone: _____

FORM 3 - PROPOSED LOWER TIER SUBCONTRACTORS & SUPPLIERS

TO BE COMPLETED BY ALL SUBCONTRACTORS

Project Name: _____ **IFB/RFP #:**_____

All subcontractors listed on Form 1 that are subcontracting work are requested to list ALL (DBE and Non-DBE) lower tier subcontractors. Offerors are required to utilize Race Conscious (RC) DBE firms in the performance of this project. DBEs are ethnic groups that have been identified as statistically and significantly underutilized. These groups include: African Americans, Asian Pacific Americans, Native Americans, Hispanic Americans, and Subcontinent Asian Americans. ONLY DBEs listed in the Offeror's bid or proposal will be counted towards the contract goal. Metro will achieve a percentage of its overall goal utilizing race neutral measures. Race Neutral (RN) DBEs include non-minority women.
Completion of this form and Form 4 (Business Data Sheet) fulfills the requirements of the California Subletting and Subcontracting Fair Practices Act.

1. Subcontractor (Sub.): _____ 2. Prime's Name: _____
3. Total Bid Price: _____

Lower Tier Subcontractors

	A	B	C	D	E	F	G
	NAME OF SUBCONTRACTOR AND ALL LOWER TIER SUBCONTRACTORS	**DESCRIPTION OF WORK**	SUBCONTRACTORS: **C** = Consultant Or Contractor **S** = Supplier[1] **M**= Manufacturer **B** = Broker[1] **T** = Trucker	**BID PRICE**	**BID PRICE FOR DBE FIRMS** (Race Conscious participation)	**BID PRICE FOR RN DBE FIRMS** (Race Neutral Participation)	**TOTAL DBE BID PRICE** (COL # E + F)
Subs			Your business' $ Amount	$	$	$	$
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9. TOTAL BID PRICE (Should equal Line #3 above)				$	$	$	$

[1]If a DBE or RN DBE firm listed in column D and E are regular dealers, enter 60% of the bid price in column G. If a DBE or RN DBE firm listed in column D and E are brokers, enter the total amount of the fees and or commissions charges in column G. If a DBE business is listed to provide materials/supplies, only sixty-percent (60%) of the cost for materials/supplies will be counted toward the DBE.

_____

FORM 4 - BUSINESS DATA SHEET

TO BE COMPLETED BY OFFERORS AND ALL SUBCONTRACTORS LISTED ON FORM 1 AND FORM 3

Completion of this form, Form 1, and Form 3 fulfills the requirements of the California Subletting & Subcontracting Fair Practices Act.

Part A: Business Data

1. Business Name: _____
2. Business Address: _____
   Street City State Zip
3. Mailing Address: _____
   (If different from above) PO. Box or Street Address City State Zip
4. County (and State)Business is located in: _____ (_____)
   State
5. Name of Owner: _____
   Name Title
6. Owner'(s) Ethnicity: _____
7. Phone: ( ) _____ - _____
8. Fax: ( ) _____ - _____
9. Email Address: _____
10. Age of Business: _____ Years _____ Months
11. If your business requires a license, complete below:
    a. License Type _____
    b. License # _____
    c. Expires on _____
12. Business Annual Gross Receipts:
    a. ☐ Less than $500,000
    b. ☐ $500,000 to $1,000,000
    c. ☐ $1,000,000 to $2,000,000
    d. ☐ $2,000,000 to $5,000,000
    e. ☐ Over $5,000,000

Part B: DBE CERTIFICATION STATUS

13. Is your business currently a **DBE**? **Yes** ☐ **No** ☐

    If "YES," **attach a copy of your DBE Certification Letter** and check all appropriate boxes below:

	DBE	Non-DBE
a. Certified by the California Unified Certification Program (CUCP)?	☐	☐
b. Certified by an organization outside of California?	☐	☐

    c. Name of Certifying Agency: _____

	Yes	No
14. Is your business currently participating in a Joint Venture?	☐	☐

    If "YES," a copy of the Joint Venture Agreement must be attached to this Form.

15. Name of Joint Venture and Partners. Is this business currently a certified DBE?

	DBE	Non-DBE
a. Business Name _____	☐	☐
Name of Certifying Agency _____		
b. Business Name _____	☐	☐
Name of Certifying Agency _____		
c. Business Name _____	☐	☐
Name of Certifying Agency _____		

DBEs must attach a copy of current certification.

Part C: Work Descriptions

16. RFIQ, IFB, or RFP #:_____

17. Provide complete description of scope of work, services, and materials to be performed or furnished[1]:

_____

_____

_____

_____

NAICS:

_____

18. Will your business provide trucking company services on this project? Please mark one: Yes☐ No☐

If marked YES, please complete items a. to c. below. If answered NO, answer "Not Applicable."

a. How many trucks does your company own? _____
b. How many trucks does your company lease? _____
c. How many trucks are registered to your company? _____

Part C: Signature

The authorized signer declares that the information on this form and any attachments, are current, complete and accurate.

Business Name: _____

Authorized Signature: _____
Signature of Director, Officer, General Partner or similarly situated Principal of the Business

Printed Name: _____

Title: _____

Date: _____

FORM 5 - DBE AFFIRMATION

TO BE COMPLETED BY OFFEROR AND AFFIRMED BY DBE SUBCONTRACTORS

Offeror and DBE subcontractors, at any tier level, are required to complete this form and affirm that DBEs subcontractors will be utilized consistent with the level of participation referenced on the Form 1 (Proposed List of Subcontractors & Suppliers) and Form 3 (DBE Proposed Lower Tier Subcontractors & Suppliers). Offeror and DBE subcontractors must sign this form attesting to the accuracy of the information provided.

1. RFP/IFB Number: _____

2. Project Name _____

3. Name of the Prime: _____

4. Business Address: _____
   Street City State Zip

5. Name of Proposed DBE Business: _____

6. Business Address: _____
   Street City State Zip

7. Total DBE Dollars Committed: $_____
   (Amount should match $ Amount listed for this business on Form 1 or Form 3)

8. Identify the scope of work to be performed by DBE subcontractor and provide applicable Northern America Industry Classification System (NAICS) code(s): <http://www.census.gov/eos/www/naics/>

   _____

   _____

   _____

   NAICS: _____

Affirmation:
Signatures of the authorized representatives of the Offeror and the DBE business below, represents the commitment by both parties. A formal subcontract agreement between the Offeror and the DBE subcontractor shall include the scope(s) of work and monetary commitment referenced above. DBE commitments in this document shall be a condition of contract award.

_____	_____
Name of Business	Name of DBE Business
_____	_____
Authorized Signature of Business	Authorized Signature of DBE Business
_____	_____
Typed or Printed Name of Signee	Typed or Printed Name of Signee
_____	_____
Title of Signee	Title of Signee
_____	_____
Telephone	Telephone
_____	_____
Email	Email
_____	_____
Date	Date

SUBMITTAL REQUIREMENTS

1.1 GENERAL FORMAT

Proposals shall be prepared single-sided on 8-1/2 x 11" paper (recycled paper preferred) with 1" left, top, bottom and right margins. Typing shall be single spaced and with a minimum font size of ten. **The original shall be bound in a three ring binder**. Copies may be bound in any other fashion. Use of 11" x 17" fold out sheets for large tables, charts or diagrams is permissible, but should be limited. Elaborate format is not necessary. **Do not provide promotional or advertising information.**

Proposers shall submit the following:

Volume I: Technical Proposal - One original, five (5) hard copies and one (1) electronic copy

Volume II: Cost Proposal/
General Certification Forms - One original, one (1) hard copy and one (1) (including DBE forms) electronic copy

The Technical Proposal shall:

- Contain concise written materials and drawings that enable the reviewer to clearly understand the Proposer's capabilities;
- Specifically describe the Proposer's role in relationship to its subcontractors and suppliers and shall describe the interfaces with said subcontractors and suppliers; and
- **Be limited to 75 pages, inclusive of resumes**

1.2 PROPOSAL CONTENT

VOLUME I – TECHNICAL PROPOSAL

The technical proposal shall have the following components and shall be laid out in the format exactly as shown here:

TAB 1 - PROPOSAL LETTER (see Section 5); this letter must be completed and executed by an authorized representative of the Proposer. No other letter may replace or be included in addition to the Proposal Letter.

TAB 2 - EXECUTIVE SUMMARY (maximum of 3 pages)

TAB 3- PROPOSER'S EXPERTISE & EXPERIENCE

- Discuss the experience on similar projects including bikeshare, carshare, and other sharable transportation service or technology in the last 10 years.

- Discuss the technical capabilities of prime and subcontractors based upon the resumes and experience narratives submitted.
- Provide resume of key personnel showing education, work experience and other credentials appropriate to perform the requested services. Resumes may not exceed two (2) pages per resume. Include a discussion of current and future commitments of key personnel and how these commitments may affect their availability on this project.
- List the members of the Team and identify DBE firms.
- Present an organizational chart showing the key personnel for the project.
- **Pro Form 054** - Submit form listing **CURRENT** projects and the current status of each project. Present references.
- **Pro Form 055** - Submit form listing **COMPLETED** projects your firm has managed within the last five (5) years. Present references.

TAB 4 - **QUALITY OF EQUIPMENT & SOFTWARE**

- Discuss the reliability, quality of installation and equipment as demonstrated in existing systems in operation.
- Discuss the capability to integrating mobile phone and other new technologies while being accessible to all mobile and web operating systems and platforms.
- Explain the a firm's ability to meet all "required" elements listed in Table 1, Required and Desired Bikeshare System Elements (**include Exhibit D**).

TAB 5 - REGIONAL INTEGRATION AND EXECUTION PLAN

- Discuss the ability to integrate with other vendors' hardware and software

TAB 6 – INNOVATION

- Discuss the firm's ability to meets minimum "required" elements per Table 1, Required and Desired Bikeshare System Elements
- Discuss the extent to which the firm provides the "desired" elements per Table 1, Required and Desired Bikeshare System Elements

TAB 7 – ADDITIONAL REQUIRED INFORMATION

- Exhibit E – Additional Information Submittal
- Exhibit F – Performance Requirement Submittal
- Exhibit G – Project Schedule Milestone Submittal

VOLUME II COST PROPOSAL/ CERTIFICATION FORMS
(TO BE SUBMITTED IN A SEPARATE ENVELOPE)

Each Proposer shall submit a separate sealed Firm Fixed Price offer and shall include the following:

- Pricing Schedule (see Exhibit C)
- Metro's Form 60 (see Section 5) – Provide completed and signed Metro Form 60 covering the entire Statement of Work for itself and any joint venture partners and subcontractors for the contract term.

- DBE Forms (see Section 3) – Include forms 1 through 5
- Form 132 (see Section 5)
- Ethics Declaration **(Pro Form 119)** - Provide Completed Form by Proposer and all Subcontractors
- General Certifications **(Pro Form 026)** - Provide Completed Form by Proposer and all Subcontractors
- Certification Of Compliance With Federal Lobbying Requirements **(Pro Form 025)** - Provide Completed Form by Proposer and all Subcontractors (as applicable)
- Certification Of Prospective Contractor Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion **(Pro Form 022)** - Provide Completed Form by Proposer
- Certification Of Prospective Lower Tier Participant Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion **(Pro Form 021)** - Provide Completed Form all Subcontractors

EVALUATION CRITERIA
METRO BIKESHARE

Any proposals resulting from this RFP will be evaluated according to the evaluation criteria and associated weights. Sub-criteria are equally weighted.

Proposer's Expertise & Experience (30%):

- Documented experience on similar projects including bikeshare, carshare, and other sharable transportation service or technology in the last 10 years.
- Technical capabilities of prime and subcontractors based upon the resumes and experience narratives submitted.

Quality of Equipment & Software (25%):

- Reliability, quality of installation and equipment as demonstrated in existing systems in operation
- Capability to integrating mobile phone and other new technologies while being accessible to all mobile and web operating systems and platforms.
- Ability to meet all "required" elements listed in Table 1, Required and Desired Bikeshare System Elements

Regional Integration and Execution Plan (20%)

- Ability to integrate with other vendors' hardware and software

Innovation (10%):

- Operator meets minimum "required" elements per Table 1, Required and Desired Bikeshare System Elements
- Extent to which operator provides the "desired" elements per Table 1, Required and Desired Bikeshare System Elements

Cost (15%):

- The Cost Proposal shall include operating cost inclusive of maintenance, repair and lifecycle replacement of entire system and all components for the entire term of the agreement. The Cost Proposal will be factored into the Proposer's final evaluation score in the following manner:

$$\text{Proposer Cost Score} = \frac{\text{Lowest Cost Proposed}}{\text{Proposer's Cost}} \times 15\%$$

Table 1
Required and Desired Bikeshare System Elements

Item A – Station Elements

REQUIRED STATION ELEMENTS
1. Compliance with the Americans with Disabilities Act, other state and local requirements, and requirements of the municipality, institution, and/or private landowner in positioning stations
2. If wireless internet connections are used, the system that is highly reliable and secure with encryption for financial data
3. Real-time communication between stations and headquarters particularly to report number of bikes per station and facilitate re-distribution
4. Capacity to install stations on public or private property, in a covered area, or outside
5. Capacity to convey safety information and laws affecting bicyclists at stations
6. Easily movable stations that: Require minimal time to install and/or remove, can be installed without trenching, when removed do not leave behind attachment points that could that could impede a vehicle or trip a pedestrian
7. Grid-free: doesn't need to connect to electrical grid (this may be accomplished by solar power or other types of alternative energy sources and wireless communication, as feasible)
8. Use of reliable alternative energy sources
9. Simple station user experience with multi-lingual operational instructions as specified by Metro per community needs. Minimum language provided shall be English, Spanish, Chinese, and Korean dialects 10. Encourage helmet use by providing information about helmet use on stations, kiosks, membership forms, and on the web. Safety tips language shall state the following: "Always wear a helmet. Helmets dramatically reduce the risk of head injury in a bicycle crash. Riders under 18 are required by California Law to wear a helmet."
DESIRED STATION ELEMENTS
1. Adequate space at each station for an illuminated map indicating both station locations and bicycle facilities;
2. Bike/Local area map at all stations (even if no illuminated map is provided)
3. Simple station user experience with multi-lingual operational instructions as specified by Metro per community needs exceeding the minimum languages
4. Capacity to maintain operation and security of the system during a power failure event or loss of internet connection
5. Capacity for station and major components (bicycle, hub, terminal) to self-report mechanical problems
6. Capacity for user to identify a bicycle as needing repair at the station
7. Smallest feasible footprint to enable installation in a space currently used as a parking space or on a wide sidewalk with a layout that minimally impedes pedestrian traffic and without horizontal components that could trip a pedestrian or injure a rider approaching a terminal at night

8. Aesthetic compatibility with streetscape and neighborhood context, both when terminal is full of bicycles and when it is empty
9. Unified look and feel of all stations within the network
10. Expected useful life and high durability of station and station components
11. Indicator showing whether the bicycle is available for use or out-of-service (such as when the system is shut down during an emergency or an individual bicycle has been identified as needing repair)
12. Capacity to issue reports to repair crews indicating where to rebalance and where bicycles needing repair are located (Example: the system could signal repair crews when terminals are within two bikes of being full/empty)
13. Ability to provide reliable power to illuminated panels
14. Ability to employ a backup power source
15. Ability to modify or design the system components (bikes, terminal, hub, and/or sign) to address issues specific to the Metro system and the Los Angeles region (Example: climate, vandalism, customization)
16. Provision of retail customer services offering customer registration, helmet sales/rental, interoperability/transfers of bicycles between local bikeshare and transit systems
17. Ability to accept bicycle returns on behalf of other regional bikeshare operators
18. Capacity to add lighting where necessary to facilitate nighttime use of terminal and adjustment of bicycles and to reduce vandalism
19. Capacity to add emergency call buttons, preferably using wireless technology
20. Capacity for users to choose alternative bicycle types

Item B: Bicycle Elements

REQUIRED BICYCLE ELEMENTS
1. Lighting and reflector system (include rear and front light and meeting California Vehicle code requirements for bicycles ridden at night)
2. Puncture resistant tires
3. Reliable and intuitive braking system
4. One size to fit majority of adult population with seat-only adjustment
5. Theft and tamper resistant (potentially through use of components not compatible with other bicycles and/or requiring tools not commonly available)
6. Cargo capacity for items such as a typical briefcase, book bag, and/or grocery bag weighing up to twenty pounds
7. Equipped with GPS tracking devices or equivalent
8. Bike with a chain-guard, internal hub, and multiple gears (3 or more)
9. Ability to produce bicycles pursuant to 6 to 9 month implementation schedule requirements listed in the SOW schedule

DESIRED BICYCLE ELEMENTS
1. Protection from grease, dirt, and tire spray including enclosed drive train and full fenders
2. Pedal-powered front/rear lighting system
3. Corrosion resistant material with rust-proof external parts
4. Additional cargo capacity on some or all of fleet
5. Chainless bike
6. Equipped with secondary lock to enable user to secure bike to any bike rack or post while making a quick stop
7. Light weight (less than 35 pounds)
8. Capacity for sponsorship or advertising that can be easily changed on the wheels, cargo space (example: basket), and other areas. Capacity for permanent/semi- permanent sponsorship/branding with decals or paint on the fenders, the frame, the rack or other parts of the bike
9. Front, rear, and side reflectors; lighting exceeding California Vehicle Code requirements
10. Comfortable seat with an upright riding position allowing for confident riding in traffic
11. Easy to operate: easy to mount and to hold in stopped position, including for shorter rider
12. Kickstand or other device to allow the bicycle to be supported upright
13. Record of reliable operation under similar regional bikeshare system conditions
14. Easily adjustable seat that resists movement after adjustment
15. Equipped with sensors on bikes to diagnose and self-report mechanical problems
16. Ability to "dock" and communicate with system outside the service area at stations provided by others
17. At least two colors of powder coating on each bike

Item C: Terminal Elements

REQUIRED TERMINAL ELEMENTS
1. A minimum of 10 terminals in system accept walk-up renters with agreement to liability waiver. If not all stations accept walk-up renters, explain how the system will accommodate first or one-time users
2. Data security, particularly for financial data, user names, and addresses
3. Clear and prominent instructions at each terminal explaining the pricing structure and use of the system
4. Clear and prominent instructions at each terminal directing users to the contractor's helpline and website when they need technical assistance or have complaints.
5. A process for situations in which a user wants to return a bike to a terminal that is full or rent a bike from a terminal that is empty

6. Multi-lingual as specified by Metro per community needs. Minimum language provided shall be English, Spanish, Chinese, and Korean dialects
7. Capacity for advance registration that avoids need for registration at each station
8. Ability to integrate with the TAP fare collection system to create a seamless user experience and/or integrate bikeshare into the Metro transit system as a transfer service
DESIRED TERMINAL ELEMENTS
1. Automatic confirmation that member's credit card is valid and has sufficient funds to cover charges if bicycle is not returned, preferably before each bicycle is removed
2. Touch-screen
3. Ability to allow members of other regional Bikeshare systems to access this system with the same card
4. Ability to integrate Bikeshare subscription with Metro's fare structure
5. Flexibility to add features and modify terminal as needed
6. Ability to sign up to become annual members or to upgrade day- or week-memberships to annual memberships at some or all terminals
7. Flexibility to be reprogrammed to serve as a registration station for potential future automated scooter-share, e-bikeshare, or car-share system and/or facilitate transactions related to electric charging
8. Ability to limit the number of subscriptions and walk-up rentals that can be purchased by one user or using one credit card
9. Ability to partner with Metro and/or outside non-profit agency to create a Bikeshare Rider Relief program that would facilitate discounted memberships to the unbanked or low-income populations. Program may be integrated with existing Metro Rider Relief program http://www.metro.net/projects/rider_relief/

Item D: Dock Elements

REQUIRED DOCK ELEMENTS
1. Modular design of docks, meaning the ability of the station design to accommodate a flexible number of bicycle storage and rental slots and therefore the ability to adjust capacity through the life of the station after initial construction
2. Vandal and theft-proof connection between dock and bike
3. Useful life is five years (lifecycle replacement over contract term is required)
DESIRED DOCK ELEMENTS
1. Ability to self-report mechanical problems
2. Useful life greater than five years
3. Twice as many docks as bicycles in the whole system
4. Ability to receive bicycles from regional Bikeshare providers

Item E: Technology & Website Elements

REQUIRED TECHNOLOGY & WEBSITE ELEMENTS
1. Data security, especially for financial data, user names, and addresses, that is Payment Card Industry (PCI) compliant and that satisfies minimum specifications of the municipality, institution, and/or private landowner
2. A mechanism for users to report problems and make suggestions for system improvement
3. Real-time communication with stations and bicycles to track bicycle and dock status
4. Capacity to provide safety information
5. Access to all registration and travel data with regular reports provided to the City
6. System to immediately aid users with mechanical issues and/or injuries
7. Ability for website to accept and/or allow user to change annual subscriptions
8. Interactive map showing real-time status of bicycles at stations, station locations with optional address and directions, and transit information
9. Ability to work and display pages correctly on all major web browsers and mobile devices
10. Capacity for user to track number of available bikes and open docking points in each terminal via webpage and mobile device
11. Phone contact information prominent on website
12. Ability to provide basic safety information
13. Provide open content data to allow third party developers to provide applications 14. Ability and plan to integrate the bikeshare fare structure with the existing Metro fare structure. 15. The website shall feature information illustrating that the Bikeshare program strongly encourages the use of a helmet while cycling. Additionally, helmets shall be encouraged and required for minors (per California law) in membership forms, safety tips on the web and at kiosks. Safety tips language shall state the following: “Always wear a helmet. Helmets dramatically reduce the risk of head injury in a bicycle crash. Riders under 18 are required by California Law to wear a helmet.”
DESIRED TECHNOLOGY & WEBSITE ELEMENTS
1. Capacity to convey additional bicycle safety information, laws, and/or warnings affecting bicyclists (Ex: Brief safety and “rules of the road” video and interactive test)
2. Language options, particularly Spanish, Korean and Chinese on all webpages
3. Ability to collect survey information and customer satisfaction ratings
4. State-of-the-art features
5. Ability to provide data to outside application developers
6. Ability to provide system reports in a format consistent with leading US Bikeshare systems

7. Ability of Bikeshare backend technology to integrate with Metro BikeHub secure bike parking facilities which may include; fare payment, user membership accounts and membership/user ID's. Annual ITS software maintenance package to provide updates to integrate with future Metro Bike infrastructure
8. Personalized customer web pages that provide information such as miles traveled, calories burned, etc.

Item F: Interoperability Vision Elements

REQUIRED INTEROPERABLITY VISION ELEMENTS
1. Sharing membership and usage data with other Bikeshare systems that might operate within the region
2. A mechanism for providing reciprocal membership privileges such that members of another Bikeshare system that might operate within the region can use the Metro System and vice-versa
3. Ability to expand the system to other Cities in LA County under the terms offered to Metro and the City of LA
DESIRED INTEROPERABLITY VISION ELEMENTS
1. A mechanism for tracking the bikes belonging to each system and an ability to coordinate rebalancing across multiple systems
2. A mechanism for reporting on memberships and usage data from multiple systems, both to users and to the City and any other municipality, institution, and/or private landowner that might participate in the system or systems
3. A method for providing integrated account information to the users of any Bikeshare system that might operate within the region about their activities on all Bikeshare systems that might operate within the region, including the Metro System (e.g., memberships, usage fees paid, distance traveled, calories burned, number of checkouts, etc.)
4. A mechanism that allows bikes from another system that might operate within the region to physically dock at Metro stations and for Metro System bikes to dock at other stations
5. Ability to accept bicycle returns from other systems in the region at some locations
6. Ability to provide information on websites and stations that identifies the location of Bikeshare stations belonging to other Bikeshare systems that might operate within the region as well as those belonging to the Metro Bikeshare System

SECTION 4 – PRE-QUALIFICATION DOCUMENTS

This page is intentionally blank

Los Angeles County
Metropolitan Transportation Authority
CONTRACTOR PRE-QUALIFICATION APPLICATION

Other Than Construction Projects

If this Application is being submitted in response to a Request For Proposal (RFP), Invitation For Bid (IFB), or other procurement action, please reference the RFP or IFB name and number in the spaces provided below.

If this Application is not in response to a specific contracting action and is being submitted for general purposes, please write “GENERAL” in the "Name of Procurement" space.

Name of Procurement: _____

RFP or IFB Number: _____

Name of Applicant Firm: _____

Date Submitted: _____

Preparer’s Name: _____

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE APPLICATION

READ THE INSTRUCTIONS
BEFORE FILLING OUT THE QUESTIONNAIRE

PRE-QUALIFICATION APPLICATION INSTRUCTIONS

1. This is a Pre-Qualification Application for the Los Angeles County Metropolitan Transportation Authority (LACMTA). There are two different applications to be used for firms seeking contracts of $100,000 or greater with the LACMTA.

2. **Which application should you use?** Use the Construction Related Projects application if you are a construction company that will be bidding on any type of construction work. Use the Other than Construction Projects application if you are an engineering firm, consultant, legal firm, product vendor, or other business entity seeking a contract with LACMTA for the furnishing of goods or services.

3. The application should be completed by a person in the firm who is knowledgeable of and duly authorized to attest to the past and present operations of the firm and its policies. A corporate officer of the firm, owner or partner, as appropriate, must sign the Pre-Qualification Certification form (or Validation form if the firm is already approved).

4. All questions must be answered completely and any Yes answers must be fully explained. Disclaimers, general statements with global qualifications, or notations of Not Applicable (N/A) are not acceptable. Please note that a Yes answer to any question does not automatically result in denial of pre-qualification for a particular procurement.

DEFINITIONS

1. **Affiliate** is defined as any one of the following: (1) any Firm other than Applicant Firm which owns 25% or more of Applicant Firm, such as parent companies or holding companies; (2) a subsidiary or a Firm in which Applicant Firm owns 25% or more; (3) a Firm in which a major stockholder or owner of Applicant Firm owns controlling interest; (4) a Firm with which Applicant Firm has or has had an unseverable business or professional identity, and (5) any permanent or temporary common business enterprise relationship in which the parties share operating responsibility and profits such as joint ventures.

2. **Key Person –** For purposes of pre-qualification a key person is (1) any person in Applicant Firm who owns 10% or more of the Firm and/or those who make decisions with respect to its operations, finances, or policies, such as the President, CEO, CFO, COO, and, in the case of partnerships, the General Partner(s); (2) Corporate Secretaries and Treasurers, as well as Directors, if they meet criteria #1, above; (3) Division or Regional Business Managers who operate away and independently from the Applicant Firm, but only if the division or regional office is bidding directly with the LACMTA.

APPLICATION SUBMITTAL

Do not submit applications with bid or proposal, mail or deliver them to:

LACMTA Pre-Qualification Office
Mail Stop 99-9-1
One Gateway Plaza
Los Angeles, CA 90012-2952

If you have questions, call the Pre-Qualification Office at (213) 922-4130.

Applicant Firm: _____
Tax ID No. or SSN: _____

SECTION I: IDENTIFICATION

1. Identification Of Applicant Firm

A. _____
Name of Applicant Firm

B. _____
Address City State Zip Code

C. _____
(Mailing Address, if different from above)

D. _____
(If doing business with the LACMTA under a DBA or other name, include legal name of the company and Tax ID No., if different)

E. Primary Company Telephone No. ( )_____ Fax No. ( )_____

F. Applicant Firm's Contact Person for Pre-Qualification Office follow-up:

_____
Print or Type Name Position E-Mail Telephone Number

G. Has the Applicant Firm changed its address or has the Firm or its owner operated under any other name(s) including other DBAs in the past five years? If yes, explain fully on a separate sheet of paper.
☐ No ☐ Yes

H. Type of business organization: _____

YEAR organization established: _____ NUMBER of current employees: _____

☐ Sole Proprietor ☐ Corporation
[Date and State of Incorporation _____]

☐ Limited Liability Corporation (LLC)
(Date and State of Incorporation _____

☐ Limited Partnership (LP) ☐ Limited Liability Partnership (LLP)

☐ General Partnership (GP)

[Date and State of Partnership filing _____]

☐Other (describe) _____

Applicant Firm: _____

Tax ID No. or SSN: _____

I. List general type of business in which Applicant Firm is engaged (may include more than one). Attach copies of business licenses, if appropriate:

_____

_____

J. List type of product or service to be provided to the LACMTA.

_____

_____

SECTION II: OWNERSHIP/MANAGEMENT, PROJECT TEAM MEMBERS, AND RELATED ENTITIES

1. Owners/Key Persons (Pres, CEO, COO, CFO, etc)

List Owners and Key Persons of Applicant Firm. For large publicly traded companies, list only Key Persons. (See DEFINITIONS for clarification if necessary.)

Full Legal Name	Title	Social Security No. (last four digits only)	% Of Ownership

[Use additional sheets if necessary]

2. Affiliations

A. List Affiliates, subsidiaries, holding companies, joint ventures, etc., of Applicant Firm. If no affiliates, state NONE. N/A is not an acceptable answer. Provide organizational, geographical or functional chart, if it would assist in clarifying the line(s) of authority. (See DEFINITIONS for clarification if necessary.)

Affiliate Name & Address	Tel. #	% Owned	Top Executive's Name	*Type of Relation

*Type of Relationship: 1. Joint Venture (JV), 2. Parent Co (PC), 3. Holding Co (HC), 4. Subsidiary (S), 5. Other (O), please explain.

Applicant Firm: _____
Tax ID No. or SSN: _____

B. At any time during the past five years have any Owners or Key Persons of Applicant Firm (if yes, explain fully):

1. Served as Key Person, Officer or Director, in any other Firm not affiliated with applicant Firm? If so, please explain in a separate sheet.
☐ No ☐ Yes

2. Had any ownership interest in any other Firm other than shares of publicly owned companies? If so, please explain in a separate sheet.
☐ No ☐ Yes

SECTION III: CIVIL ACTIONS

If "Yes" to Sections III, IV, or V, provide details including a brief summary of cause(s) of action, indicate if Applicant Firm, Key Person or Affiliate Firms were plaintiffs (P) or defendants (D); define charges explicitly, by what authority, court or jurisdiction, etc. In the case of tax liens, please indicate whether the liens were resolved with the tax authorities. Please submit proof of payment or agreements to pay the liens.

Complete details are required.

1. Violations Of Civil Law
In the past five years has Applicant Firm, any of its Key Persons, or any Affiliate been the subject of an investigation of any alleged violation of a civil antitrust law, or other federal, state or local civil law?
☐ No ☐ Yes

2. Lawsuits With Public Agencies
At the present time is, or during the past five years has the Applicant Firm, any of its Key Persons, or any Affiliate been a plaintiff or defendant in any lawsuit regarding services or goods provided to the LACMTA or to a public agency?
☐ No ☐ Yes

3. Bankruptcy
During the past five years, has the Applicant Firm or any Affiliate filed for bankruptcy or reorganization under the bankruptcy laws?
☐ No ☐ Yes

4. Tax Liens
During the past five years, has the Applicant Firm been the subject of a tax lien by federal, state or any other tax authority?
☐ No ☐ Yes

Applicant Firm: _____

Tax ID No. or SSN: _____

SECTION IV:COMPLIANCE WITH LAWS AND OTHER REGULATIONS

1. Criminal

In the past five years has the Applicant Firm, any of its principals, officers, or Affiliates been convicted or currently charged with any of the following:

A. Fraud in connection with obtaining, attempting to obtain, or performing a public contract, agreement or transaction?

☐ No ☐ Yes

B. Federal or state antitrust statutes, including price fixing collusion and bid rigging?

☐ No ☐ Yes

C. Embezzlement, theft, forgery, bribery, making false statements, submitting false information, receiving stolen property, or making false claims to any public agency?

☐ No ☐ Yes

D. Misrepresenting minority or disadvantaged business entity status with regard to itself or one of its subcontractors?

☐ No ☐ Yes

E. Non-compliance with the prevailing wage requirements of the California or similar laws of any other state?

☐ No ☐ Yes

F. Violation of any law, regulation or agreement relating to a conflict of interest with respect to a government funded procurement?

☐ No ☐ Yes

G. Falsification, concealment, withholding and/or destruction of records relating to a public agreement or transaction?

☐ No ☐ Yes

H. Violation of a statutory or regulatory provision or requirement applicable to a public or private agreement or transaction?

☐ No ☐ Yes

I. Do any Key Persons in Applicant Firm have any felony charges pending against them that were filed either before, during, or after their employment with the Applicant Firm?

☐ No ☐ Yes

2. Regulatory Compliance

In the past five years, has Applicant Firm, any of its Key Persons, or Affiliates:

A. Been cited for a violation of any labor law or regulation, including, but not limited to, child labor violations, failure to pay wages, failure to pay into a trust account, failure to remit or pay withheld taxes to tax authorities or unemployment insurance tax delinquencies?

☐ No ☐ Yes

Applicant Firm: _____
Tax ID No. or SSN: _____

B. Failed to comply with California corporate registration, federal, state or local licensing requirements?

☐ No ☐ Yes

C. Had its corporate status, business entity's license or any professional certification, suspended, revoked, or had otherwise been prohibited from doing business in the State of California, in the last three years?

☐ No ☐ Yes

D. During the past five years, has Applicant Firm or any of its Key Persons had any certificates or certifications revoked or suspended, including disadvantaged-, minority-, or woman-owned business certifications?

☐ No ☐ Yes

E. Been suspended, debarred, disqualified, or otherwise declared ineligible to bid?

☐ No ☐ Yes

SECTION V: ETHICS

1. Conflict Of Interest

A. Does the Applicant Firm or any of its Key Persons have any existing relationships that could be construed as either personal or organizational conflicts of interest, or which would give rise to a conflict if Applicant Firm should be a recipient of a contract with the LACMTA?

☐ No ☐ Yes

B. Has any Owner, Key Person or Project Team member of Applicant Firm ever (if yes explain fully):

1. Been an employee of the LACMTA, or served as a Member of the LACMTA Board of Directors or as an Alternate?

☐ No ☐ Yes

2. Been related by blood or marriage to an LACMTA employee, LACMTA Board Member or Alternate?

☐ No ☐ Yes

2. Political, Charitable, And Other Contributions

Has the Applicant Firm, any of its Key Persons, or Affiliates ever, regardless of amount:

A. Given (directly or indirectly), or offered to give on behalf of another or through another person, money, contributions (including political contributions), or other benefits, to any current LACMTA Board Member or Alternate?

☐ No ☐ Yes

B. Given, or offered to give on behalf of another, money, contributions, or other benefits, directly or indirectly, to any current or former LACMTA employee?

☐ No ☐ Yes

Applicant Firm: _____

Tax ID No. or SSN: _____

C. Been directed by any LACMTA employee, Board member or Alternate Board member, or contractor to offer or give money, contributions or other benefits, directly or indirectly, to any current or former LACMTA employee, Board member or alternate Board member?

☐ No ☐ Yes

D. Directed any person, including employees or subcontractors, to give money, contributions or other benefits, directly or indirectly, to any current or former LACMTA employee, Board member, Alternate Board member, or to someone else in order to benefit an LACMTA employee, Board member, or Alternate Board member?

☐ No ☐ Yes

E. Been solicited by any LACMTA employee, Board member, or Alternate Board member to make a contribution to any charitable nonprofit organization?

☐ No ☐ Yes

IF YES TO ANY OF THE ABOVE, SUBMIT LIST OF CONTRIBUTIONS AND FULL DETAILS.

SECTION VI:ADDITIONAL DOCUMENTATION REQUIRED

Copies of the following documents are to be submitted with this application:

1. Applicant Firm's Current Local Business Licenses, if required by city, county or state, and

2. Applicant Firm's Financial Statements (see specific requirements below):

   A. PUBLICLY TRADED COMPANIES: Financial information will be accessed on-line. However, if additional information is needed, it will be specifically requested from the firm.

   B. NON-PUBLICLY TRADED COMPANIES WITH AUDITED OR REVIEWED FINANCIAL STATEMENTS: Statements, including balance sheet, statement of earnings and retained income, with footnotes, for the most recent three years.

   C. NON-PUBLICLY TRADED COMPANIES WITHOUT AUDITED OR REVIEWED FINANCIAL STATEMENTS: Company generated financial statements, including balance sheet, statement of earnings and retained income for the most recent three years. The Chief Financial Officer of the corporation, a partner, or owner, as appropriate, must certify these financial statements.

   D. SOLE PROPRIETORSHIPS: Refer to C. If financial statements are not generated, please fill out and sign the Financial Statement form (page 9). Submit one form for each of the most recent three years.

NOTE: The LACMTA reserves the right to ask for additional documentation if it is reasonably required to make a determination of integrity and responsibility relevant to the goods or services the Applicant Firm will provide to the LACMTA if awarded a contract.

FINANCIAL STATEMENT

To be completed by Applicant Firms that do not produce company generated financial statements, including balance sheet, statement of earnings and retained income for the most recent three years (one sheet per year.)

ASSETS

Cash on Hand and in Banks ..... $_____
Account and Notes Receivable ..... $_____
Fixed Assets (net of depreciation) ..... $_____
Other Assets ..... $_____

Total Assets ..... $_____

LIABILITIES

Accounts Payable ..... $_____
Notes Payable to Banks in next twelve months ..... $_____
Notes Payable to Others ..... $_____
Taxes Payable ..... $_____

Long Term Liabilities (More than twelve months) ..... $_____

Other Liabilities ..... $_____

Total Liabilities ..... $_____

Net Worth ..... $_____

INCOME FROM OPERATIONS

Revenue ..... $_____
Interest from Bank Accounts ..... $_____

Cost of Goods Sold (if appropriate) ..... $_____

Gross Profit ..... $_____

General & Administrative Expenses $_____
Depreciation ..... $_____
Interest Paid ..... $_____
Net Gain or Loss ..... $_____

This information is provided for pre-qualification purposes only. It is considered a confidential document not subject to public disclosure under California law.

I hereby certify that the above information is true and accurate to the best of my knowledge and belief. I understand false statements may result in denial of pre-qualification, and possible debarment for a period of five years.

_____ _____
Signature of Owner or Officer **Date Signed**

_____ _____
Company Name **For the Year Ended**

_____
Federal ID #

Applicant Firm: _____

Tax ID No. or SSN: _____

PRE-QUALIFICATION CERTIFICATION

A COPY OF THIS CERTIFICATION MUST BE COMPLETED AND SIGNED BY A GENERAL PARTNER, OWNER, PRINCIPAL OR CORPORATE OFFICER AUTHORIZED TO LEGALLY COMMIT THE APPLICANT FIRM, AND SUBMITTED WITH THE APPLICATION.

The signer of this declaration recognizes that the information submitted in the questionnaire herein is for the express purpose of inducing the LACMTA to award a contract, or to allow the Applicant to participate in LACMTA projects as contractor, subcontractor, vendor, supplier, or consultant. The signer has read and understands the requirements of the program, and has read and understands the instructions for completing this form.

DECLARATION

State of: _____

County of: _____

I, (printed name)_____, Social Security Number (last four digits) _____, being first duly sworn, state that I am the (title)_____ of Applicant Firm. I certify that I have read and understood the questions contained in the attached Application, and that to the best of my knowledge and belief all information contained herein and submitted concurrently or in supplemental documents with this Application is complete, current, and true. I further acknowledge that any false, deceptive or fraudulent statements on the Application will result in denial of pre-qualification.

I authorize the LACMTA to contact any entity named herein, or any other internal or outside resource, for the purpose of verifying information provided in the questionnaire or to develop other information deemed relevant by the LACMTA.

_____ _____

Signature of Certifying Individual Date

~~~
~~~

Applicant Firm: _____
Tax ID No. or SSN: _____

LACMTA PRE-QUALIFICATION VALIDATION

A copy of this VALIDATION must be completed and signed by at least one General Partner, Owner, Principal or Officer authorized to legally commit the Applicant Firm.

RFP or IFB Name and Number: _____

DECLARATION

I, (printed full name)_____, Social Security Number _____ being first duly sworn, hereby declare that I am the (position or title) _____of (Firm name) _____ , and that I am duly authorized to execute this Validation Statement on behalf of this entity. I acknowledge that any false, deceptive or fraudulent statements on this validation will result in denial of pre-qualification. I hereby state:

☐ the Pre-Qualification Application dated _____on file with LACMTA is correct and current as submitted.

OR

☐ the Pre-Qualification Application dated_____on file with LACMTA is correct and current as submitted, except as modified by the attached changed pages and/or attachments to said Application. (Applicant may attach additional sheets to describe changes). Attach recent financial statements if previous are more than one year old.

_____ _____
Signature of Person Certifying for Applicant Firm Date

~~~
~~~

SECTION 5 – BID/PROPOSAL FORMS

This page is intentionally blank

PROPOSAL LETTER

HONORABLE CHAIRMAN AND MEMBERS OF THE BOARD
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
ONE GATEWAY PLAZA
LOS ANGELES, CA 90012-2952

SUBJECT: REQUEST FOR PROPOSAL CONTRACT NO. RFP No. PS11357
METRO BIKESHARE

In response to the above referenced Request for Proposals (RFP) and in accordance with the accompanying Instructions to Proposers and Submittal Requirements, we the undersigned hereby offer to perform and complete the work as required in the Contract Documents.

If recommended for contract award, will provide to Metro all required Certificates of Insurance.

The proposal submitted in response to subject RFP shall be in effect for 120 days after the proposal due date.

Further, the undersigned agrees to execute the Metro prepared Contract within ten calendar days after receipt of Notice of Award and provide to Metro all required Certificates of Insurance. The Proposer represents that the following person(s) are authorized to negotiate on its behalf with Metro in connection with this RFP and will provide appropriate evidence of authorization upon request:

Printed Name	Title	Phone
Printed Name	Title	Phone
Printed Name	Title	Phone

In addition to the formal certifications provided, the Proposer certifies that it has:

A. Examined and is fully familiar with all of the provisions of the RFP Documents and any amendment thereto;

B. Satisfied itself as to the requirements of the Contract;

C. Carefully reviewed the accuracy of all statements shown in this Proposal;

D. Examined the experience, skill and certification (if any) requirements specified in the Statement of Work and that the entities (Contractor, Subcontractor, Supplier) performing the work fulfill the specified requirements, and

E. Satisfied itself with respect to other matters pertaining to the RFP which in any way affect the performance of the Work.

F. Unless otherwise noted within this letter, the proposal has been submitted without exception and all Metro Contract Terms and Conditions are acceptable to the Proposer. Noted exceptions will be evaluated for responsiveness and significance, and may initiate discussions with the selected firm to clarify or resolve such exceptions. It is understood that if it is not in the best interests of Metro to accept proposed exceptions, notice will be provided to the Proposer to accept the Terms and Conditions as stated in the RFP, or be eliminated for further consideration.

Exceptions (if any):

_____

_____

_____

Therefore, the undersigned hereby agrees that Metro will not be responsible for any errors and/or omissions in the Proposal.

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

Amendment No(s):

_____

_____

_____

The Proposer further certifies that:

A. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms; and

B. The Proposal is made without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

C. Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.

Proposer's Name: _____

Business Address: _____

_____

Contractor's License No.: _____

License Expiration Date: _____

Classification Type: _____

Phone:_____ Fax:_____

_____
e-mail address

_____

_____
Signature of Authorized Official

_____
Type or Print Name

_____
Title

_____
Date

_____ being duly sworn, deposes and says
Name

That he/she is the _____ of _____
Title Company

and that all statements and information contained in the Proposal and made a part of through attachment and/or reference, are true and correct.

Subscribed and sworn before me before this _____ day of _____ , 20___.

Notary Public: _____

My Commission expires: _____

BIDDERS LIST FORM

The Los Angeles County Metropolitan Transportation Authority (LACMTA) is required per 49 CFR 26. 11 (c) to create and maintain a comprehensive Bidders List. The Bidders List Form (PRO FORM 132) will be used to determine the relative availability of Disadvantaged Business Enterprise (DBE) and non-DBEs, and will assist with establishing the agency's annual DBE goal. Each Bidders List is a compilation of bidders, proposers, quoters, subcontractors, manufacturers, and suppliers of materials and services who have submitted bids during the advertising period of a specific acquisition. Please provide the following mandatory data:

Part A: Business Data

1. Business Name: _____

2. Business Address:

_____
Street City State Zip

3. County Business is located in: _____

4. Name of Contact Person: _____

5. Phone: ( ) _____ 6. Fax: ( ) _____

7. Email Address: _____

8. Is this business certified as a Disadvantaged Business Enterprise? a. ☐ Yes b. ☐ No

9. Business Annual Gross Receipts: 10. Age of Business: _____ Years _____ Months

   a. ☐ Less than $500,000 b. ☐ $500,000 to $1,000,000 c. ☐ $1,000,000 to $2,000,000

   d. ☐ $2,000,000 to $5,000,000 e. ☐ Over $5,000,000

Part B: Project and Work Description

11. RFIQ, IFB, or RFP # _____

12. Project Name: _____

13. Provide brief description of scope of work, services, and/or materials to be performed/furnished:

_____

_____

14. Will you subcontract any of your work? a. ☐ Yes * b. ☐ No
(* If "Yes," the subcontractor(s) must complete an individual Bidders List Form also.)

Part C: Signature

The undersigned declares that the information set forth on this page is current, complete and accurate.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

PROPOSER: _____

(Click here for the pdf with form fields version: **http://www.metro.net/EBB/contract_templates/5-005_054_and_055_List_of_Curr_and_Comp_Proj_%28Backlog%29.pdf**)

LIST OF CURRENT PROJECTS (BACKLOG)

PROJECT NAME AND LOCATION	DESCRIPTION OF WORK	OWNER'S NAME, EMAIL ADDRESS, PHONE NO. CONTACT PERSON	ESTIMATED COST OF BIDDER'S WORK	ESTIMATED COMPLETION
	Prime ☐ **Sub** ☐		$	
	Prime ☐ **Sub** ☐		$	
	Prime ☐ **Sub** ☐		$	
	Prime ☐ **Sub** ☐		$	
	Prime ☐ **Sub** ☐		$	

PROPOSER: _____

LIST OF COMPLETED PROJECTS - LAST THREE YEARS

(Click here for the pdf with form fields version: **http://www.metro.net/EBB/contract_templates/5-005_054_and_055_List_of_Curr_and_Comp_Proj_%28Backlog%29.pdf**)

Include only projects that are pertinent for this Invitation For Bids/Request for Proposal, in order to demonstrate Bidder's/Proposer's ability to perform the required Work.

PROJECT NAME AND LOCATION	DESCRIPTION OF WORK	OWNER'S NAME, EMAIL ADDRESS, PHONE NO. CONTACT PERSON	ACTUAL FINAL CONTRACT VALUE	DATE CONTRACT DURATION
	Prime ☐ **Sub** ☐		$	
	Prime ☐ **Sub** ☐		$	
	Prime ☐ **Sub** ☐		$	
	Prime ☐ **Sub** ☐		$	
	Prime ☐ **Sub** ☐		$	

FORM 60 AND INSTRUCTIONS

CONTRACT PRICING PROPOSAL

INSTRUCTIONS TO PROPOSERS

1. The purpose of this form is to provide a standard format by which the Proposer submits to Metro a summary of incurred and estimated costs (and attached supporting information) suitable for detailed which are review and analysis.

2. In addition to the specific information required by this form, the Proposer is expected, in good faith, to incorporate in and submit with this form any additional data, supporting schedules, or substantiation reasonably required for the conduct of an appropriate review and analysis in the light of the specific facts of this procurement. For effective negotiations, it is essential that there be a clear understanding of:

   A. The existing, verifiable data,

   B. The judgmental factors applied in projecting from known data to the estimate, and

   C. The contingencies used by the Proposer in his proposed price.

   In short, the Proposer's estimating process itself needs to be disclosed.

3. When attachment of supporting cost or pricing data to this form is impracticable, the data will be described (with schedules as appropriate) and made available to the Contract Administrator or representative upon request.

4. The formats for the "Cost Elements" and the "Proposed Contract Estimate" are not intended as rigid requirements. These may be presented in different format with the **prior** approval of the Contract Administrator if required for more effective and efficient presentation. In all other aspects this form will be completed and submitted **without change.**

5. By submission of this Proposal the Proposer grants to Metro, the right to examine, for the purpose of verifying the cost or pricing data submitted, those books, records, documents and other supporting data which will permit adequate evaluation of such cost or pricing data, along with the computations and projections used therein. This right may be exercised in connection with any negotiations/discussions prior to contract award.

ADDITIONAL INSTRUCTIONS
"FORM 60"

1. Direct Labor

   This category covers all of the types of labor -- engineering (delineating different levels as appropriate), support staff, etc. -- that will be directly charged to the Contract. (The Proposer is free to group labor in any categories that assist in managing the Statement of Work as long as the costs are accumulated for the same categories that are used for estimating purposes. A "time-phased breakdown" of labor hours and rates reflects the fact that the process of estimating and analyzing labor costs normally considers hours and rates separately).

   A. Labor Hours

      In cases where the Proposer has performed the same or similar Work in the past, the number of labor hours incurred will be considered factual data and must be presented in the proposal. When the Proposer has no previous experience in performing the Work to be procured, the estimate of labor hours must be made by breaking down the projected Work into its constituent parts and projecting the labor hours necessary to perform each part of the Work. In most cases, each part of the Work can be compared to similar Work that the Proposer has performed in the past and this data can be used to support the estimate.

   B. Labor Rates

      Even if the Proposer has never performed the specific Work to be contracted for, there will be factual (auditable) information regarding the labor rates that have been paid to the various categories of employees to be used on the contract. This information must be included as part of the Proposer's cost or pricing data.*

      ***Note:** Another factor that is assessed is the number of workers the Proposer expects to employ during the contract performance period. If the number is increasing, average labor rates will normally go down while a reduction in the number of employees will normally increase the rate.

2. Labor Overhead

   Indicate the rates used and provide an appropriate explanation. Where agreement has been reached with the Contract Administrator the use of forward pricing rates, describe the nature of the agreement. Provide the method of computation and application of Proposer's overhead expenses, including cost breakdown and showing trends and budgetary data as necessary to provide a basis for evaluation of the reasonableness of proposed rates. Provide the rationale for use of overhead rates which depart significantly from actual rates (reduced volume, a planned major rearrangement, etc.).

3. Travel

   Travel shall be itemized to include the number of trips, the number of people traveling, the estimated cost of the transportation (including mode), the per diem cost of each traveler, etc. Provide itemized supporting data on the second page of "Form 60". Travel costs shall be limited to costs consistent with Metro Travel Policy.

4. Subcontractors

   Identify and provide total estimated cost for each subcontractor. Attach individual Metro "Form 60(s)" for all proposed subcontractors.

5. Other Direct Costs (ODC)

   Proposers charge a variety of costs directly to contracts to obtain more accurate cost allocation. Such costs are frequently sporadic in nature varying greatly from contract effort to another; however, Proposers must submit past data on such costs. (The Contract Administrator/Evaluation Team will assess each type of direct cost in terms of its relationship to the Work on the contract to determine if the Proposer is estimating a level of cost that is reasonable in the circumstances.) (Material costs, if any, shall be itemized and supported on the basis for pricing materials such as vendor quotes, shop estimates, or invoice prices, etc.) Provide itemized supporting data related to ODC on the second page of the "Form 60".

6. General & Administrative (G & A)

   If applicable, the allocation base for general and administrative expense is total expense before G & A. Identify the percentage used for G & A and the item numbers to which it is applied. Provide estimated cost.

7. Fee/Profit

   Proposer shall provide the estimated fee/profit that is expected to be earned.

   The cost and pricing data must be accurate, complete and current, and the judgment factors used in projecting from the data to the estimates must be stated in sufficient detail to enable Metro to evaluate the proposal.

FORM 60

CONTRACT PRICING PROPOSAL (Services)	**Metro "Form 60"**	Page _____ of _____
Name of Proposer	DIVISION(S)/LOCATION(S) WHERE SERVICES ARE TO BE PERFORMED	
Home Office Address	CONTRACT NO.	
Services to be Performed	TOTAL AMOUNT OF PROPOSAL $	

DETAILED DESCRIPTION OF COST ELEMENTS

1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost ($)	Total Est. Cost
Total Direct Labor				
2. Labor Overhead	O.H Rate	X Base =	Est. Cost	
Total Labor Overhead				
3. Travel*			Est. Cost	
a. Transportation				
b. Per Diem or Subsistence				
Total Travel				
4. Subcontractors/Suppliers**			Est. Cost	
Total Subcontractors/Suppliers				
5. Other Direct Costs*				
6. General & Admin. Expense (_____% of Item Nos. _____)				
7. Fee				
TOTAL ESTIMATED COST AND FEE				

* Itemize on second page of "Form 60"
** Attach Metro "Form 60" for all proposed subcontractors

CONTRACT PRICING PROPOSAL	Metro "FORM 60"	Page _____ of _____

SUPPORTING SCHEDULE

ITEM NO.	ITEM DESCRIPTION	EST. COST ($)

TYPE NAME AND TITLE	SIGNATURE
NAME OF FIRM	DATE OF SUBMISSION

METRO TRAVEL AND EXPENSE GUIDELINES

All invoices shall include an itemized listing supported by copies of the original bills, invoices, expense reports and miscellaneous supporting data.

All travel submitted for reimbursement either to Los Angeles or from Los Angeles to other locations, shall have by Metro's Project Manager.

Time for travel will not be reimbursed except for travel during normal business hours.

A. Auto Mileage

Auto mileage will be reimbursed at Metro’s current mileage rate.

B. Air Travel

Air fares will be reimbursed based on the most direct route at coach class travel rates. Upgrading (coach to a higher class) of airline tickets will only be reimbursed when approved, and only when the business schedule requires immediate travel, and only higher class seats are available. Downgrading (exchange) of airline ticket where the Contractor receives financial or personal gain is not permitted. If a trip is postponed, reservations should be canceled immediately.

Travel arrangements should be made as early as possible (preferably three weeks) to take advantage of advanced reservation rates.

C. Combining Business Travel with Personal Travel

The Contractor's employees may combine personal travel with Metro business only if the personal travel does not increase the cost to Metro. Arrangement for personal travel should be handled by the Contractor's employee. Metro will not manage personal travel.

D. Air Travel Insurance

Metro does not pay for air travel insurance.

E. Accommodations

Metro will reimburse hotel room fees at the governmental rate. Metro may reimburse hotel room fees at the standard rate based on single room occupancy in cases where a government rate is not available. Metro will provide a letter to the Contractor which authorizes hotels to provide rooms at a government rate. This authorization only applies to Metro business travel.

F. Laundry

Laundry and dry cleaning charges will only be paid if a Contractor's employee is on travel for Metro for a period in excess of six (6) consecutive days.

G. Entertainment

Metro will not pay for the rental of premium channel movies, use of health club facilities or other forms of entertainment.

H. Auto Rental

Metro will pay for reasonable car rental charges when required. The Contractor's employees are expected to request the rental of an economy car.

I. Meals

Meals will be reimbursed based on the actual cost up to a maximum of $50.00 per day of travel. Receipts are required for all meals. In order to be reimbursed, meal receipts (itemized if possible) in the form of receipts, credit card receipts, or cash register tape must be submitted. Metro will not pay for alcoholic beverages.

In lieu of itemizing meal expenses and submitting receipts, the Contractor's employees may claim the standard $26.00 per diem for the duration of the travel.

J. Telephone Usage

The Contractor's employees shall submit documentation regarding all telephone calls charged to Metro. Documentation must include the name of the party being called and the purpose of the call. Metro shall allow one business call upon arrival and one call prior to departure. Metro will not pay for additional business calls unless directly related to the Contract. Personal telephone calls are not reimbursable unless the Contractor's employee is on travel for Metro for more than three consecutive days. In this case, the cost of a call shall not exceed $5.00 and one call is permitted every other day.

K. Parking and Ground Transportation

Public transportation should be used whenever possible; however, if necessary, rental car expenses including gas will be reimbursed for authorized travel only. Cab fare (on a shared basis whenever possible) is reimbursable. Receipts shall be required to document all parking charges as well as other ground transportation charges.

The Contractor's employees shall rent the lowest automobile classification appropriate for the size or purpose of the group using the vehicle.

1-2 Travelers	Compact
3 Travelers	Medium/Intermediate
4-5 Travelers	Full Size/Standard Equipment
6+ Travelers	Van

The Contractor's employees must fuel rental automobiles prior to turn-in.

L. General Parking

The Contractor's employees should take advantage of "Early Bird Parking" whenever possible. Parking expense incurred while conducting Metro business is reimbursable.

M. Tolls and Fees

Transportation related toll charges incurred while on Metro business is reimbursable.

N. Baggage Handling

Baggage handling service fees within or outside the Los Angeles region are reimbursable at standard reasonable rates.

O. Other Business Expenses

Supplies, equipment rental, reprographics, and facsimile related expenses may be reimbursed when traveling on Metro business. Such expenses shall be billed at cost.

P. Non-Allowable Expenses

Metro will not provide any reimbursement for personal entertainment expenses, alcoholic beverages, travel expenses for family members, use of health club facilities, movies in hotels, personal items, charitable contributions, etc.

Q. Other Source of Information

Information not addressed herein regarding the allowability of cost reimbursement expenses is contained in the Federal Acquisition Regulations.

PROPOSER: _____

EXHIBIT C – PRICING SCHEDULE

TABLE 1: CAPITAL COSTS (PHASES 1-5)

Table 1-1: Phase 1 - Downtown Los Angeles (Based on 65 stations)

Item No.	Description	Estimated Quantity	Unit Price	Extended Price
1	Kiosk	65	$	$
2	Docking Station*		$	$
3	Hardware/Software	65	$	$
4	Installation	65	$	$
			Subtotal (Table 1-1):	$

Table 1-2: Phase 2 – Pasadena (Based on 34 stations)

Item No.	Description	Estimated Quantity	Unit Price	Extended Price
1	Kiosk	34	$	$
2	Docking Station*		$	$
3	Hardware/Software	34	$	$
4	Installation	34	$	$
			Subtotal (Table 1-2):	$

***Proposer must identify the estimated quantity**.

Table 1-3: Phase 3 – Two Expansion Cities/Communities (Based on 65 stations)				
Item No.	**Description**	**Estimated Quantity**	**Unit Price**	**Extended Price**
1	Kiosk	65	$	$
2	Docking Station*		$	$
3	Hardware/Software	65	$	$
4	Installation	65	$	$
			Subtotal (Table 1-3):	$

Table 1-4: Phase 4 – Three Expansion Cities/Communities (Based on 53 stations)				
Item No.	**Description**	**Estimated Quantity**	**Unit Price**	**Extended Price**
1	Kiosk	53	$	$
2	Docking Station*		$	$
3	Hardware/Software	53	$	$
4	Installation	53	$	$
			Subtotal (Table 1-4):	$

***Proposer must identify the estimated quantity**.

Table 1-5: Phase 5 – Three Expansion Cities/Communities (Based on 37 stations)

Item No.	Description	Estimated Quantity	Unit Price	Extended Price
1	Kiosk	37	$	$
2	Docking Station*		$	$
3	Hardware/Software	37	$	$
4	Installation	37	$	$
			Subtotal (Table 1-5):	$

***Proposer must identify the estimated quantity**.

TABLE 2: O&M COSTS (PHASES 1-5)

Item No.	Description	Estimated Quantity	# of Years	Unit Price	Extended Price
1	Phase 1 – Bikes	1,090	7	$	$
2	Phase 2 – Bikes	490	5	$	$
3	Phase 3 – Bikes	936	4	$	$
4	Phase 4 – Bikes	763	3	$	$
5	Phase 5 – Bikes	533	2	$	$
				Subtotal (Table 2):	$

***Proposer must identify the estimated quantity**.

SUMMARY PRICING		
ITEM	**Description**	**GRAND TOTAL PRICE**
Table 1-1	Capital Cost: Phase 1 - Downtown Los Angeles	$
Table 1-2	Capital Cost: Phase 2 - Pasadena	$
Table 1-3	Capital Cost: Phase 3 – Two Expansion Cities/Communities	$
Table 1-4	Capital Cost: Phase 4 – Three Expansion Cities/Communities	$
Table 1-5	Capital Cost: Phase 5 – Three Expansion Cities/Communities	$
Table 2-0	O&M Cost: Bikes for Phases 1-5	$
	GRAND TOTAL	**$**

Note: Proposer may submit an alternate pricing; however, Exhibit C, Pricing Form, must be included with the proposal.

PROPOSER: _____

EXHIBIT D – REQUIRED AND DESIRED BIKESHARE SYSTEM ELEMENTS CHECKLIST

Item A – Station Elements

REQUIRED STATION ELEMENTS	Comply Yes / No
1. Compliance with the Americans with Disabilities Act, other state and local requirements, and requirements of the municipality, institution, and/or private landowner in positioning stations	
2. If wireless internet connections are used, the system that is highly reliable and secure with encryption for financial data	
3. Real-time communication between stations and headquarters particularly to report number of bikes per station and facilitate re-distribution	
4. Capacity to install stations on public or private property, in a covered area, or outside	
5. Capacity to convey safety information and laws affecting bicyclists at stations	
6. Easily movable stations that: Require minimal time to install and/or remove, can be installed without trenching, when removed do not leave behind attachment points that could that could impede a vehicle or trip a pedestrian	
7. Grid-free: doesn't need to connect to electrical grid (this may be accomplished by solar power or other types of alternative energy sources and wireless communication, as feasible)	
8. Use of reliable alternative energy sources	
9. Simple station user experience with multi-lingual operational instructions as specified by Metro per community needs. Minimum language provided shall be English, Spanish, Chinese, and Korean dialects	
10. Encourage helmet use by providing information about helmet use on stations, kiosks, membership forms, and on the web. Safety tips language shall state the following: "Always wear a helmet. Helmets dramatically reduce the risk of head injury in a bicycle crash. Riders under 18 are required by California Law to wear a helmet."	

DESIRED STATION ELEMENTS	Comply Yes / No
1. Adequate space at each station for an illuminated map indicating both station locations and bicycle facilities;	
2. Bike/Local area map at all stations (even if no illuminated map is provided)	
3. Simple station user experience with multi-lingual operational instructions as specified by Metro per community needs exceeding the minimum languages	
4. Capacity to maintain operation and security of the system during a power failure event or loss of internet connection	
5. Capacity for station and major components (bicycle, hub, terminal) to self-report mechanical problems	
6. Capacity for user to identify a bicycle as needing repair at the station	
7. Smallest feasible footprint to enable installation in a space currently used as a parking space or on a wide sidewalk with a layout that minimally impedes pedestrian traffic and without horizontal components that could trip a pedestrian or injure a rider approaching a terminal at night	
8. Aesthetic compatibility with streetscape and neighborhood context, both when terminal is full of bicycles and when it is empty	
9. Unified look and feel of all stations within the network	
10. Expected useful life and high durability of station and station components	
11. Indicator showing whether the bicycle is available for use or out-of-service (such as when the system is shut down during an emergency or an individual bicycle has been identified as needing repair)	
12. Capacity to issue reports to repair crews indicating where to rebalance and where bicycles needing repair are located (Example: the system could signal repair crews when terminals are within two bikes of being full/empty)	
13. Ability to provide reliable power to illuminated panels	
14. Ability to employ a backup power source	
15. Ability to modify or design the system components (bikes, terminal, hub, and/or sign) to address issues specific to the Metro system and the Los Angeles region (Example: climate, vandalism, customization)	
16. Provision of retail customer services offering customer registration, helmet sales/rental, interoperability/transfers of bicycles between local bikeshare and transit systems	
17. Ability to accept bicycle returns on behalf of other regional bikeshare operators	
18. Capacity to add lighting where necessary to facilitate nighttime use of terminal and adjustment of bicycles and to reduce vandalism	
19. Capacity to add emergency call buttons, preferably using wireless technology	
20. Capacity for users to choose alternative bicycle types	

Item B: Bicycle Elements

REQUIRED BICYCLE ELEMENTS	Comply Yes / No
1. Lighting and reflector system (include rear and front light and meeting California Vehicle code requirements for bicycles ridden at night)	
2. Puncture resistant tires	
3. Reliable and intuitive braking system	
4. One size to fit majority of adult population with seat-only adjustment	
5. Theft and tamper resistant (potentially through use of components not compatible with other bicycles and/or requiring tools not commonly available)	
6. Cargo capacity for items such as a typical briefcase, book bag, and/or grocery bag weighing up to twenty pounds	
7. Equipped with GPS tracking devices or equivalent	
8. Bike with a chain-guard, internal hub, and multiple gears (3 or more)	
9. Ability to produce bicycles pursuant to 6 to 9 month implementation schedule requirements listed in the SOW schedule	

DESIRED BICYCLE ELEMENTS	Comply Yes / No
1. Protection from grease, dirt, and tire spray including enclosed drive train and full fenders	
2. Pedal-powered front/rear lighting system	
3. Corrosion resistant material with rust-proof external parts	
4. Additional cargo capacity on some or all of fleet	
5. Chainless bike	
6. Equipped with secondary lock to enable user to secure bike to any bike rack or post while making a quick stop	
7. Light weight (less than 35 pounds)	
8. Capacity for sponsorship or advertising that can be easily changed on the wheels, cargo space (example: basket), and other areas. Capacity for permanent/semi-permanent sponsorship/branding with decals or paint on the fenders, the frame, the rack or other parts of the bike	
9. Front, rear, and side reflectors; lighting exceeding California Vehicle Code requirements	
10. Comfortable seat with an upright riding position allowing for confident riding in traffic	
11. Easy to operate: easy to mount and to hold in stopped position, including for shorter rider	
12. Kickstand or other device to allow the bicycle to be supported upright	

DESIRED BICYCLE ELEMENTS	Comply Yes / No
13. Record of reliable operation under similar regional bikeshare system conditions	
14. Easily adjustable seat that resists movement after adjustment	
15. Equipped with sensors on bikes to diagnose and self-report mechanical problems	
16. Ability to "dock" and communicate with system outside the service area at stations provided by others	
17. At least two colors of powder coating on each bike	

Item C: Terminal Elements

REQUIRED TERMINAL ELEMENTS	Comply Yes / No
1. A minimum of 10 terminals in system accept walk-up renters with agreement to liability waiver. If not all stations accept walk-up renters, explain how the system will accommodate first or one-time users	
2. Data security, particularly for financial data, user names, and addresses	
3. Clear and prominent instructions at each terminal explaining the pricing structure and use of the system	
4. Clear and prominent instructions at each terminal directing users to the contractor's helpline and website when they need technical assistance or have complaints.	
5. A process for situations in which a user wants to return a bike to a terminal that is full or rent a bike from a terminal that is empty	
6. Multi-lingual as specified by Metro per community needs. Minimum language provided shall be English, Spanish, Chinese, and Korean dialects	
7. Capacity for advance registration that avoids need for registration at each station	
8. Ability to integrate with the TAP fare collection system to create a seamless user experience and/or integrate bikeshare into the Metro transit system as a transfer service	

DESIRED TERMINAL ELEMENTS	Comply Yes / No
1. Automatic confirmation that member's credit card is valid and has sufficient funds to cover charges if bicycle is not returned, preferably before each bicycle is removed	
2. Touch-screen	
3. Ability to allow members of other regional Bikeshare systems to access this system with the same card	
4. Ability to integrate Bikeshare subscription with Metro's fare structure	
5. Flexibility to add features and modify terminal as needed	
6. Ability to sign up to become annual members or to upgrade day- or week-memberships to annual memberships at some or all terminals	
7. Flexibility to be reprogrammed to serve as a registration station for potential future automated scooter-share, e-bikeshare, or car-share system and/or facilitate transactions related to electric charging	

DESIRED TERMINAL ELEMENTS	Comply Yes / No
8. Ability to limit the number of subscriptions and walk-up rentals that can be purchased by one user or using one credit card	
9. Ability to partner with Metro and/or outside non-profit agency to create a Bikeshare Rider Relief program that would facilitate discounted memberships to the unbanked or low-income populations. Program may be integrated with existing Metro Rider Relief program http://www.metro.net/projects/rider_relief/	

Item D: Dock Elements

REQUIRED DOCK ELEMENTS	Comply Yes / No
1. Modular design of docks, meaning the ability of the station design to accommodate a flexible number of bicycle storage and rental slots and therefore the ability to adjust capacity through the life of the station after initial construction	
2. Vandal and theft-proof connection between dock and bike	
3. Useful life is five years (lifecycle replacement over contract term is required)	

DESIRED DOCK ELEMENTS	Comply Yes / No
1. Ability to self-report mechanical problems	
2. Useful life greater than five years	
3. Twice as many docks as bicycles in the whole system	
4. Ability to receive bicycles from regional Bikeshare providers	

Item E: Technology & Website Elements

REQUIRED TECHNOLOGY & WEBSITE ELEMENTS	Comply Yes / No
1. Data security, especially for financial data, user names, and addresses, that is Payment Card Industry (PCI) compliant and that satisfies minimum specifications of the municipality, institution, and/or private landowner	
2. A mechanism for users to report problems and make suggestions for system improvement	
3. Real-time communication with stations and bicycles to track bicycle and dock status	
4. Capacity to provide safety information	
5. Access to all registration and travel data with regular reports provided to the City	
6. System to immediately aid users with mechanical issues and/or injuries	
7. Ability for website to accept and/or allow user to change annual subscriptions	
8. Interactive map showing real-time status of bicycles at stations, station locations with optional address and directions, and transit information	
9. Ability to work and display pages correctly on all major web browsers and mobile devices	

REQUIRED TECHNOLOGY & WEBSITE ELEMENTS	Comply Yes / No
10. Capacity for user to track number of available bikes and open docking points in each terminal via webpage and mobile device	
11. Phone contact information prominent on website	
12. Ability to provide basic safety information	
13. Provide open content data to allow third party developers to provide applications	
14. Ability and plan to integrate the bikeshare fare structure with the existing Metro fare structure.	
15. The website shall feature information illustrating that the Bikeshare program strongly encourages the use of a helmet while cycling. Additionally, helmets shall be encouraged and required for minors (per California law) in membership forms, safety tips on the web and at kiosks. Safety tips language shall state the following: "Always wear a helmet. Helmets dramatically reduce the risk of head injury in a bicycle crash. Riders under 18 are required by California Law to wear a helmet."	

DESIRED TECHNOLOGY & WEBSITE ELEMENTS	Comply Yes / No
1. Capacity to convey additional bicycle safety information, laws, and/or warnings affecting bicyclists (Ex: Brief safety and "rules of the road" video and interactive test)	
2. Language options, particularly Spanish, Korean and Chinese on all webpages	
3. Ability to collect survey information and customer satisfaction ratings	
4. State-of-the-art features	
5. Ability to provide data to outside application developers	
6. Ability to provide system reports in a format consistent with leading US Bikeshare systems	
7. Ability of Bikeshare backend technology to integrate with Metro BikeHub secure bike parking facilities which may include; fare payment, user membership accounts and membership/user ID's. Annual ITS software maintenance package to provide updates to integrate with future MetroBike infrastructure	
8. Personalized customer web pages that provide information such as miles traveled, calories burned, etc.	

Item F: Interoperability Vision Elements

REQUIRED INTEROPERABLITY VISION ELEMENTS	Comply Yes / No
1. Sharing membership and usage data with other Bikeshare systems that might operate within the region	
2. A mechanism for providing reciprocal membership privileges such that members of another Bikeshare system that might operate within the region can use the Metro System and vice-versa	
3. Ability to expand the system to other Cities in LA County under the terms offered to Metro and the City of LA	

DESIRED INTEROPERABLITY VISION ELEMENTS	Comply Yes / No
1. A mechanism for tracking the bikes belonging to each system and an ability to coordinate rebalancing across multiple systems	
2. A mechanism for reporting on memberships and usage data from multiple systems, both to users and to the City and any other municipality, institution, and/or private landowner that might participate in the system or systems	
3. A method for providing integrated account information to the users of any Bikeshare system that might operate within the region about their activities on all Bikeshare systems that might operate within the region, including the Metro System (e.g., memberships, usage fees paid, distance traveled, calories burned, number of checkouts, etc.)	
4. A mechanism that allows bikes from another system that might operate within the region to physically dock at Metro stations and for Metro System bikes to dock at other stations	
5. Ability to accept bicycle returns from other systems in the region at some locations	
6. Ability to provide information on websites and stations that identifies the location of Bikeshare stations belonging to other Bikeshare systems that might operate within the region as well as those belonging to the Regional Bikeshare System	

PROPOSER: _____

EXHIBIT E – ADDITIONAL INFORMATION SUBMITTAL

1. Explain your Proposer's existing, demonstrated and planned capacity as well as preliminary plan to implement a regional program assuming all phases including up to 254 stations.
    a. List and describe operational bikeshare systems at time of submittal that the Proposer has worked on. Include in the description size of each and date of launches.
    b. List and describe bikeshare systems in progress at time of submittal that the Proposer has worked on. Include in your description size of each system and date of launches.
    c. Description of Proposer team, members and qualifications –
        i. Identify who in the team will be responsible for the following items: manufacturer of key station elements, kiosk, station, bikes, GPS units, parts, solar, batteries, software development, O&M, marketing and outreach, and installation.
2. Based on Proposer's experience, identify the pitfalls of other Bikeshare programs in terms of issues such as, but not limited to, bicycle theft, maintenance and redistribution, software operation failures and state in proposal how to address and avoid them.
3. Complete the Performance Requirements Submittal Form and the Project Schedule Submittal Form
4. Explanation of how Proposer will provide "required" and "desired" elements in Table 1, Required and Desired Bikeshare System Elements.
5. Explain Proposer's ability or plan to integrate with the TAP system and/or utilize Metro's fare pricing structure.
6. Provide recommendations for the following items related to rollout and hours:
    - Launch strategy
    - Timeline for rollout
    - Hours of operation/Partial shutdown ability
    - Expedited project implementation less than 9 months.
7. Briefly describe ability to plan and implement a Street Test of the System prior to the System "go live" date to ensure Metro is satisfied with all elements of the System, including but not limited to bicycles, locking mechanisms, stations, station power sources, and support systems. Also provide a plan to implement a preview month to members only.
8. Provide a plan for locating large stations in high-demand areas that may require above average amount of bicycle rebalancing.
9. Describe how Proposer will use public application program interfaces and make data available to outside applications developers.
    Describe how Proposer will ensure that data from this system is accessible to those who would like to generate reports and applications regarding systems on a national or world level?

PROPOSER: _____

EXHIBIT F – PERFORMANCE REQUIREMENT SUBMITTAL

Service level requirements are outlined in the table below. Proposers shall respond if it can comply with or exceed the requirements and include a customized, more detailed performance requirements list as part of the proposal.

Table 1 - Performance Requirements Chart

	Performance Indicator (PI)	Description	Measurement Tool	Threshold Criteria	Meets or Exceeds
PI-1	**Overall system functionality**	Combined total minutes that stations are out of service per week	Central computer database	30 minutes	
PI-2	**Bicycles in service (in working order)**	Percentage of bicycles in service	Central computer database	97% of bicycles	
PI-3	**Bicycle cleanliness**	Percentage of bicycles that are clean and graffiti-free	Extrapolation from field checks by Metro staff	97% of bicycles	
PI-4	**Station cleanliness**	Percentage of stations that are clean	Extrapolation from field checks by Metro staff	97%of stations	
PI-5	**Graffiti, "scratch-itti," sticker removal from stations and bicycles**	Time taken to remove graffiti, edging, and stickers, etc. after notification	Maintenance logs with photo	24 hours	
PI-6	**Bicycle distribution**	Bicycle-to-dock ratio, total combined minutes stations are completely full or empty	Central Computer database	8 hours per day (system-wide)	
PI-7	**Customer interaction**	Timely response to customer complaints and resolution of issues.	User satisfaction survey, Complaint response logs	85% satisfied customers, 15-minute complaint response for time sensitive issues , 24-hr complaint resolution for all issues.	

	Performance Indicator (PI)	Description	Measurement Tool	Threshold Criteria	Meets or Exceeds
PI-8	**Website in service**	Percentage of time that the website is in service	Central computer database	100%	
PI-9	**Central computer system in service**	Percentage of time that the central computer system will be in service	Central computer database	100%	
PI-10	**Peak Hours Bicycle Rebalancing**	Bicycles shall be redistributed throughout the system as necessary to meet demand. The number of bicycles at any station during peak hours (peak hours being defined herein as 8 am to 8 pm Monday through Friday) shall not be completely full or completely empty. Liquidated damages shall not be assessed if the next closest station in any direction is not full or empty during the same period of time	Central computer database	Stations (or adjacent stations) were available 98% of the time during peak hours	
PI-11	**Non-Peak Bicycle Rebalancing**	Bicycles shall be redistributed throughout the system as necessary to meet demand. The number of bicycles at any station during non- peak hours (non-peak hours being defined herein as 8:01 pm to 7:59 am Monday through Friday as well as Saturday and Sunday) completely full or completely empty	Central computer database	Stations (or adjacent stations) were available 98% of the time during peak hours	

PROPOSER: _____

EXHIBIT G – PROJECT SCHEDULE MILESTONE SUBMITTAL

The Project Schedule shall be followed for phase I and all subsequent implementation and installation phases. Proposer shall respond if it can meet or improve the schedule below and include a customized and more.

Project Schedule Chart

	Milestone Description	**Deliverables Required**	**Completion Time (Period Prior to "go live")**	**Meets or Improves**
1	Initial organization and staffing plan development	Draft organization and staffing plan, Identify a POC staff person.	9 months	
2	IT System Plan approval	IT System Plan	9 months	
3	Beta test of central computer system	Beta test and demonstration of central computer system, database, and networks	9 months	
4	Security Policy approval	Security Policy	9 months	
5	Station siting plan development	Station sites selected by Contractor and submitted to Metro for approval	8 months	
6	Initiate system test of complete system at 10 stations	Deployment of system and bicycles at10 stations for 2-month test	8 months	
7	Bicycle concept prototype delivery	Final prototype bicycle delivered to Metro	8 months	
8	Station concept prototype development	Final prototype station delivered to Metro	8 months	
9	Bicycle prototype development	Prototype bicycle submitted to Metro	7 months	
10	Station prototype development	Prototype station (including docks, user interface, and complete functionality) submitted to Metro.	7 months	

	Milestone Description	Deliverables Required	Completion Time (Period Prior to "go live")	Meets or Improves
11	User experience prototype development	Present station and "walk-through" of user interface to Metro	7 months	
12	Initial development of website	Beta website for Metro review	7months	
13	Development of station siting plans	Detailed station site plans for each site	6 months	
14	Initial development of promotions campaign	Draft promotions plan	5 months	
15	Initial bicycle redistribution plan development	Draft bicycle redistribution plan	4 months	
16	Initial system maintenance and cleaning plan	Draft bicycle and station maintenance and cleaning plan(s)	4 months	
17	Final development of promotions campaign	Final promotions plan	4 months	
18	Completed System Test	Fully operational and tested live complete website and system with 10 stations	4 months	
19	Fully operational central computer system	Fully operational and tested live central computer system	4 months	
20	Implementation of promotions campaign	Promotional campaign go-live	3 months	
21	Fully operational database and central computer system	Fully operational and tested database and central computer system	3 months	
22	Final bicycle redistribution plan development	Final bicycle redistribution plan	2 months	
23	Final system maintenance and cleaning plan	Final bicycle and station maintenance and cleaning plans	2 months	
24	Final organization and staffing plan development	Final organization and staffing plan	2 months	

	Milestone Description	Deliverables Required	Completion Time (Period Prior to "go live")	Meets or Improves
25	Fully operational accounts system in central computer system	Fully operational and tested accounts system in central computer database	2 months	
26	Fully operational subscriptions section of website	Fully operational and tested live subscriptions page on website	2 months	
27	Station delivery	All stations delivered for installation	40 days	
28	Final bicycle delivery	All bicycles delivered	40 days	
29	Implementation of bike redistribution plan	Fully staffed redistribution team and center location(s)	30 days	
30	Implementation of organization and staffing plan	Fully staffed and operational back office functions	30 days	
31	Implementation of system maintenance and cleaning plan	Fully staffed maintenance and IT team	30 days	
32	All stations installed	All stations installed and fully operational	30 days	

SECTION 6 – REQUIRED CERTIFICATIONS

This page is intentionally blank

ETHICS DECLARATION

A. The following questions are designed to ensure contractors and Metro, including its employees and Board of Directors, are able to comply with their obligations to avoid conflicts of interest issues. Your company should make or cause to be made a reasonably diligent investigation prior to responding to the questions to ensure your responses are correct and you must have an authorized official sign below where indicated.

The authorized official is responding on behalf of your company and your sub-contractors and other persons and entities that your company or its subsidiaries have designated to perform the work requested in the bid/proposal.

An affirmative response to any of the questions will not automatically cause your company to be disqualified. However, failure to answer the questions in good faith or providing material false answers may subject your company to consequences up to and including disqualification of its bid.

If you have any questions please contact the contract administrator assigned to this procurement.

B. State the names of your company's parent, all subsidiaries, and "related business entities" as that term is defined in California Code of Regulations 18703.1(d). If none, circle "none" under each category below:

Name of parent: (none)

Name of subsidiaries (use additional sheet if necessary): (none)

Name of related businesses (use additional sheet if necessary) (none)

Questions	**Yes/No**
1. Are any of your employees, officers, shareholders, partners, or directors (including your and those of your subcontractors' and consultants' collectively "Employees") formerly a Metro board member or employee within the previous 12 months?	
2. Are any of your Employees related to any Metro board member or employee?	
3. Are any of your Employees also Metro board members or employees?	
4. Do any Metro board members or employees own any stock in your company, or that of your consultants or subcontractors?	
5. Have you or Employees given any gifts within the previous 12 months to a Metro board member or employee?	

Questions	Yes/No
6. Have you, your Employees or their family members of your parent, subsidiaries and relate business entities as stated above, made any campaign contributions any present Metro Board Member or employee in the past four years?	
7. Have you employed or do you intend to employ as a lobbyist any former Metro board member or employee who has left Metro within the last twelve months?	
8. Did you or you Employees receive any confidential information concerning this contract?	
9. Did you or any of your Employees perform work within the last 3 years relating to the project or services contemplated to be performed under this contract, including development of the specifications or earlier phases of the project or services to be provided under this contract?	

	No. of Pages Attached
10. If you answered "yes" to any question 1 through 9 above, explain in detail on a separate sheet the facts and information, including names, dates, amounts, and other circumstances relevant to the question.	

You have read and shall abide by Metro Code of Conduct for Contractors at all times during your relationship with Metro. Your consultants and subcontractors you retain (if any) to perform any services under the contract you are seeking have or will promptly upon your hiring of those persons, shall read and abide by Metro Code of Conduct for Contractors. You have read and will continually remain in compliance with Metro Lobby Ordinance.

C. **DECLARATION**

I, (name)_____, on behalf of (name of bidder/proposer) including its subcontractors and consultants,_____ _____ at which I am employed as (your title)_____, declare that after having made or caused to be made a reasonably diligent investigation both regarding my company and all sub-contractors and consultants designated by the above bidder/proposer, the foregoing responses, and the explanation on the attached sheet, if any, in response to question 10, are correct to the best of my knowledge and belief.

_____ _____

Signature Date

PROPOSER: _____

GENERAL CERTIFICATIONS

The Bidder/Proposer shall respond either "Yes" or "No" to each of the following where indicated. If the Bidder/Proposer's response is "No", a full explanation shall be provided in the space following the last item.

1.0 CERTIFICATE OF NONDISCRIMINATION

Yes ☐ **No** ☐

The Bidder/Proposer hereby certifies: that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical condition); that it is in compliance with all applicable Federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. The Bidder/Proposer and its Subcontractors shall comply with the provisions of the Fair Employment and Housing Act Gov. Code § 12900 and the applicable regulations promulgated thereunder. The Bidder/Proposer agrees specifically to adhere to the following:

A. Establish and observe employment policies that actively promote opportunities for minority persons and women at all job levels.

B. Communicate this policy to all company employees, outside recruiting services, especially those serving minority communities and women, and minority communities and women at large.

C. State in all solicitations or advertisements for employees that the Bidder/Proposer will consider all qualified applicants for employment without regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical condition).

2.0 AFFIRMATIVE ACTION

Yes ☐ **No** ☐

The Bidder/Proposer certifies that it and those Subcontractors with subcontracts in excess of ten thousand dollars ($10,000) are maintaining Affirmative Action Programs consistent with those required under Federal Executive Order 11246. The detailed requirements are set forth in the Contract Compliance Manual.

3.0 FRAUDULENT USE OF DBE FRONTS **Yes** ☐ **No** ☐

Only certified Disadvantaged Business Enterprises are eligible to participate in Metro contracts as DBEs. The Bidder/Proposer certifies that it has not knowingly and willfully used "fronts" as defined in section 100.6 of Metro's Contract Compliance Manual (Federal) to meet the DBE goal established for this contract. The use of "fronts" and "pass through" Subcontracts to non-disadvantaged firms may constitute a criminal violation[2].

4.0 WHISTLEBLOWER REQUIREMENTS **Yes** ☐ **No** ☐

The Bidder/Proposer certifies that it will take no action, or adopt any rule, regulation or policy which is contrary to the provisions set forth in California Labor Code § 1101.

A full explanation of all "No" answers shall be provided below.

Bidder/Proposer hereby declares under the penalty of perjury under the laws of the State of California that the certifications made above in No. 1-4 are true and correct.

Executed on _____, 20____, at _____, _____
(Date) (City) (State)

_____	_____	_____
Typewritten or Printed Name	Signature of Authorized Official	Title

[2] Any indication of fraud, waste, abuse, or mismanagement of these funds should be immediately reported to the Metro Small Business Diversity and Labor Compliance Office, at (213) 922-6000; the Metro Inspector General Office at (213) 344-7300 or the toll free hotline number (800) 221-1142; or to the Office of Inspector General, U.S. Department of Transportation at the toll-free hotline number (800) 424-9071; or to the following field office: 201 Mission Street, Suite 2210; San Francisco, CA 94105-1926; (415) 744-3133.

PROPOSER: _____

CERTIFICATION OF COMPLIANCE WITH FEDERAL LOBBYING REQUIREMENTS (49 CFR PART 20)

To be submitted with each Bid/Proposal or offer of Bidder/Proposer exceeding $100,000

The _____ (Bidder/Proposer) certifies to the best of its knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency; a member of Congress, an officer or employee of Congress, an employee of a member of Congress; or any Board member or employee of Metro in connection with the awarding of any federal contract; any federally funded contract; or the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any federal contract, federally funded contract grant, loan or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts, or influencing or attempting to influence; an officer or employee of any agency; a member of Congress; an officer or employee of Congress; an employee of a member or Congress or a Board member or employee of Metro in connection with this federally funded contract, grant, loan, or cooperative agreement, the undersigned shall register and comply with all federal disclosure requirements.

3. The undersigned shall require that the language of this certification be included in the solicitation and award documents for all subawards at all tiers including but not limited to subcontracts, subgrants and contracts under grants, loans and cooperative agreements and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any offeror who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed on _____, 20____, at _____, _____
(Date) (City) (State)

_____	_____	_____
Typewritten or Printed Name	Signature of Authorized Official	Title

RESTRICTIONS ON LOBBYING

(a) Definitions, as used in this clause:

Agency as defined in Title 5 USC § 552(f), includes federal executive departments and agencies as well as independent regulatory commissions and government corporations, as defined in Title 31 USC § 9101(1).

Metro means the Los Angeles County Metropolitan Transportation Authority.

Covered Federal action means any of the following federal actions:

1. The awarding of any federal contract;
2. The making of any federal grant;
3. The making of any federal loan;
4. The entering into of any cooperative agreement, and
5. The extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

Covered federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

Indian tribe and **tribal organization** have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act Title 25 USC § 450(b). Alaskan Natives are included under the definitions of Indian tribes in that Act.

Influencing or attempting to influence means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any covered federal action.

Local government means a unit of government in a state and, if chartered, established, or otherwise recognized by a state for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

Officer or employee of an agency includes the following individuals who are employed by an agency:

1. An individual who is appointed to a position in the government under Title 5, USC, including a position under a temporary appointment;
2. A member of the uniformed services as defined in Title 37 USC § 101(3);
3. A special government employee as defined in, Title 18 USC § 202; and,
4. An individual who is a member of a federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5 USC Appendix 2.

Person means an individual, corporation, company, association, authority, firm, partnership, society, state, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization,

or any other Indian organization with respect to expenditures specifically permitted by other federal law.

Reasonable compensation means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the federal government.

Reasonable payment means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

Recipient includes all contractors and subcontractors at any tier in connection with a federal contract. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other federal law.

Regularly employed means, with respect to an officer or employee of a person requesting or receiving a federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 days.

State means a state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a state, and a multi-state, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

(1) Title 31 USC § 1352 provides in part that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) The prohibition does not apply as follows:

(i) Agency and legislative liaison by Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (b) (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a federal

contract if the payment is for agency and legislative liaison activities not directly related to a covered federal action.

(B) For purposes of paragraph (b) (2) (i) (A) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.

(C) For purposes of paragraph (b) (2) (i) (A) of this section, the following agency and legislative liaison activities are allowable at anytime only where they are not related to a specific solicitation for any covered federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the persons products or services, conditions or terms of sale, and service capabilities, and

(2) Technical discussions and other activities regarding the application or adaptation of the persons products or services for an agency's use.

(D) For purposes of paragraph (b) (2) (i) (A) of this section, the following agency and legislative liaison activities are allowable only when they are prior to formal solicitation of any covered federal action:

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

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to official submission, and

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

(E) Only those activities expressly authorized by paragraph (b) (2) (i) of this section are allowable under paragraph (b) (2) (i).

(ii) Professional and technical services by Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (b) (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a federal contract or an extension, continuation, renewal, amendment, or modification of a federal contract if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal or application for that federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that federal contract.

(B) For purposes of paragraph (b) (2) (ii) (A) of this section professional and technical services shall be limited to advice and analysis directly applying any

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

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(D) Only those services expressly authorized by paragraph (b) (2) (ii) of this section are allowable under paragraph (b) (2) (ii).

(iii) Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iv) Professional and technical services by Other than Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (b) (1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that federal contract.

(B) For purposes of paragraph (b) (2) (iv) (A) of this section professional and technical services shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability

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

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(D) Persons other than officers or employees of a person requesting or receiving a covered federal action include consultants and trade associations.

(E) Only those services expressly authorized by paragraph (b) (2) (iv) of this section are allowable under paragraph (b) (2) (iv).

(c) Disclosure.

(1) Each person who requests or receives from Metro a contract with federal assistance shall file with Metro a certification, set forth in Bid/Submittal Form entitled FEDERAL LOBBYING CERTIFICATION, that the person has not made, and will not make, any payment prohibited by paragraph (b) of this clause.

(2) Each person who requests or receives from Metro a contract with federal assistance shall file with Metro a disclosure form, Standard Form-LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to <u>include</u> profits from any covered federal action), which would be prohibited under paragraph (b) of this clause if paid for with appropriated funds.

(3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (c) (2) of this section. An event that materially affects the accuracy of the information reported includes:

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

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

(iii) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered federal action.

(4) Any person who requests or receives from a person referred to in paragraph (c) (1) of this section a subcontract with a contract value exceeding $100,000 at any tier under a contract with federal assistance shall file a certification, and a disclosure form, if required, to the next tier above. All disclosure forms shall be forwarded from tier to tier until received by the Prime Contractor who will forward it to Metro.

EXHIBIT 1

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf of
(Name and title of contracting or sub-contracting official)

_____ that:
(Name of contractor or subcontractor)

(1) No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Executed this _____ day of _____, 20____.

By: _____
(Signature of Authorized Official)

_____
(Typewritten or Printed Name)

_____
(Title of Authorized Official)

EXHIBIT 2

DISCLOSURE OF LOBBYING ACTIVITIES INSTRUCTIONS FOR COMPLETION OF SF-LLL

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation of receipt of a covered federal action, or a material change to a previous filing, pursuant to Title 31 USC § 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with a covered federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.

2. Identify the status of the covered federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime if the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks Subawardee, then enter the full name, address, city, state and zip code of the prime federal recipient. Include the Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the federal program, name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate federal identifying number available for the federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., RFP-DE-90-001.

9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (03-46-00046). Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to Title 31 USC § 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application b. initial award c. post award	3. Status of Federal Action: ☐ a. initial change b. material change For Material Change Only: year_____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is subawardee. Enter name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency: **Department of Transportation** **Federal Transit** **Administration**	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: $_____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): attach continuation sheet(s) SF-LLL-A if necessary	b. Individuals Performing Services (including address if different from No. 10.a) (last name, first name, MI): attach continuation sheet(s) SF-LLL-A if necessary	
11. Amount of Payment (check all that apply): $ _____ ☐ actual ☐ planned		
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____	13. Type of Payment (check all that apply): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify _____	
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employer(s), or member(s) contacted, for Payment indicated in Item 11:		
15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No		
16. Information requested through this form is authorized by Title 31 USC § 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more that $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.:_____ Date: _____	
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL	

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction Standard Form LLL-A

PROPOSER: _____

CERTIFICATION OF PROSPECTIVE CONTRACTOR REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

PRIMARY COVERED TRANSACTIONS MUST BE COMPLETED BY BIDDER FOR CONTRACT VALUE OVER $100,000

[See Instructions for Completion in Instructions to Bidders in the section entitled CONTRACTOR DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION]

Choose one alternative with "X" in the box:

☐ The Bidder, _____ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this Bid had one or more public transactions (Federal, State or local) terminated for cause or default.

OR

☐ The Bidder is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)

The Bidder certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC § Sections 3801 are applicable thereto.

Executed on _____, 20____, at _____, _____

(Date) (City) (State)

_____	_____	_____
Typewritten or Printed Name	Signature of Authorized Official	Title

CONTRACTOR DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Pursuant to 49 CFR Part 29, to confirm the eligibility of the Bidder/Proposer or any covered Subcontractor to contract with Metro, Bidder/Proposer shall complete and submit with the bid/proposal the Certificate entitled "Certification of Prospective Contractor Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", and comply with subsection B below related to each Lower Tier covered transaction.

1. Instructions for Bidder/Proposers Certification - Primary Covered Transactions

   A. In addition to signing and submitting this bid/proposal, the Bidder (also referred to as "prospective primary participant") shall also provide the Certificate entitled Certification of Potential Contractor Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Primary Covered Transaction.

   B. The inability of a person to provide the subject certification will not necessarily result in denial of participation in this Contract (also referred to as "primary covered transaction" or "covered transaction). The Bidder/Proposer shall submit an explanation of why it cannot provide the subject certification. The certification or explanation will be considered in whether or not to enter into this Contract. Failure of the Bidder/Proposer to furnish a certification or an explanation shall disqualify the Bidder/Proposer from participation of this Contract.

   C. This certification is a material representation of fact upon which Metro will rely when Metro determines whether to enter into this Contract. If it is later determined that the Bidder/Proposer knowingly rendered an erroneous certification, Metro may terminate this Contract for cause or default in addition to other remedies available to Metro.

   D. The Bidder/Proposer shall provide immediate written notice to Metro if at any time the Bidder/Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

   E. The terms covered transaction (or as used herein "Contract"), debarred, suspended, ineligible, lower tier covered transaction (or as used herein "Subcontract" including a subcontract with a supplier), participant (or as used herein "Bidder/Proposer"), person, primary covered transaction (or as used herein "Contract" or "Prime Contract"), principal, bid/proposal (or as used herein "Bidder/Proposer") and voluntarily excluded, as used in this Section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The Bidder/Proposer may contact Metro for assistance in obtaining a copy of those regulations.

   F. The Bidder/Proposer agrees by submitting this bid/proposal that, should the Contract be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9,

subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Metro.

G. The Bidder/Proposer further agrees by submitting this bid/proposal that it will include subsection B of this section and the certification titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by Metro in the Bid/Proposal Forms without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

H. The Bidder/Proposer may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Bidder/Proposer may decide the methods and frequency by which it determines the eligibility of its principals. The Bidder/Proposer may, but is not required to, check the "List of Parties Excluded from Federal Procurement and Non-procurement Programs".

I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this Section. The knowledge and information of the Bidder/Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph 6 of this subsection, if a Bidder/Proposer knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to Metro, Metro may terminate this transaction for cause or default.

2. Instructions for Prime tor Require of Sub-contractors Certification - Lower Tier Covered Transactions

A. By signing and submitting its lower tier bid/proposal, the prospective lower tier participant shall provide the certification in the Bid/Proposal Form entitled Certification of Prospective Lower Tier Participant Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.

B. The certification in this subsection is a material representation of fact upon which Metro will rely when Metro enters into the Contract. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to Metro, Metro may pursue available remedies, including suspension and/or debarment.

C. The prospective lower tier participant shall provide immediate written notice to the Bidder/Proposer if at any time the prospective lower tier participant learns

that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

D. The terms covered transaction (or as used herein “Contract”), debarred, suspended, ineligible, lower tier covered transaction (or as used herein “Subcontract,” including a subcontract with a Supplier), participant (or as used herein “Bidder/Proposer”), person, primary covered transaction (or as used herein “Contract” or “Prime Contract”), principal, bid/proposal, and voluntarily excluded, as used in this section, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. The prospective lower tier participant may contact the Bidder/Proposer for assistance in obtaining a copy of those regulations.

E. The prospective lower tier participant agrees by submitting its bid/proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Contract, unless authorized by Metro.

F. The prospective lower tier participant further agrees by submitting its bid/proposal that it will include this subsection B and the Certification (in the Bid/Proposal Forms) titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph 5 of this subsection, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to Metro, Metro may pursue available remedies, including suspension and/or debarment.

PROPOSER: _____

CERTIFICATION OF PROSPECTIVE LOWER TIER PARTICIPANT REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

LOWER TIER COVERED TRANSACTIONS MUST BE COMPLETED BY PROSPECTIVE LOWER TIER PARTICIPANT (SUBCONTRACTOR OR SUPPLIER FOR CONTRACT VALUE OVER $100,000.00)

Choose one alternative with an "X" in the box:

☐ The prospective lower tier participant _____ certifies by submission of its lower tier bid or proposal to the best of its knowledge and belief, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

OR

☐ The prospective lower tier participant _____is unable to certify that neither it nor its principals is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded and attaches its explanation to this certification.

The prospective lower tier participant certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC § 3801 are applicable thereto.

Executed on _____, 20___, at _____, _____
(Date) (City) (State)

_____	_____	_____
Typewritten or Printed Name	Signature of Authorized Official	Title

CONTRACTOR DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION INSTRUCTIONS

Pursuant to 49 CFR Part 29, to confirm the eligibility of the Bidder/Proposer or any covered Subcontractor to contract with Metro, Bidder/Proposer shall complete and submit with the bid/proposal the Certificate entitled “Certification of Prospective Contractor Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion”, and comply with Subsection B below related to each lower tier covered transaction.

1. Instructions for Bidder/Proposers Certification - Primary Covered Transactions.

    1. In addition to signing and submitting this bid/proposal, the Bidder (also referred to as “prospective primary participant”) shall also provide the Certificate entitled Certification of Potential Contractor Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Primary Covered Transaction.

    2. The inability of a person to provide the subject certification will not necessarily result in denial of participation in this Contract (also referred to as “primary covered transaction” or “covered transaction.) The Bidder/Proposer shall submit an explanation of why it cannot provide the subject certification. The certification or explanation will be considered in whether or not to enter into this Contract. Failure of the Bidder/Proposer to furnish a certification or an explanation shall disqualify the Bidder/Proposer from participation of this Contract.

    3. This certification is a material representation of fact upon which Metro will rely when Metro determines whether to enter into this Contract. If it is later determined that the Bidder/Proposer knowingly rendered an erroneous certification, Metro may terminate this Contract for cause or default in addition to other remedies available to Metro.

    4. The Bidder/Proposer shall provide immediate written notice to Metro if at any time the Bidder/Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

    5. The terms covered transaction or as used herein Contract, debarred, suspended, ineligible, lower tier covered transaction or as used herein “Subcontract” including a subcontract with a supplier, participant or as used herein Bidder/Proposer, person, primary covered transaction or as used herein Contract or Prime Contract, principal, bid/proposal or as used herein Bidder/Proposer and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The Bidder/Proposer may contact Metro for assistance in obtaining a copy of those regulations.

    6. The Bidder/Proposer agrees by submitting this bid/proposal that, should the Contract be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Metro.

    7. The Bidder/Proposer further agrees by submitting this bid/proposal that it will include subsection B of this section and the certification titled Certification Regarding

Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction, provided by Metro in the Bid/Proposal Forms without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. The Bidder/Proposer may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Bidder/Proposer may decide the methods and frequency by which it determines the eligibility of its principals. The Bidder/Proposer may, but is not required to, check the "List of Parties Excluded from Federal Procurement and Non-procurement Programs."

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of the Bidder/Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of this subsection, if a Bidder/Proposer knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9 subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to Metro, Metro may terminate this transaction for cause or default.

2. Instructions for Certification - Lower Tier Covered Transactions

1. By signing and submitting its lower tier bid/proposal, the prospective lower tier participant shall provide the certification in the Bid/Proposal Form entitled Certification of Prospective Lower Tier Participant Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.

2. The certification in this subsection is a material representation of fact upon which Metro will rely when Metro enters into the Contract. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to Metro, Metro may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the Bidder/Proposer if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction or as used herein Contract, debarred, suspended, ineligible, lower tier covered transaction or as used herein Subcontract, including a subcontract with a Supplier, participant or as used herein Bidder/Proposer, person, primary covered transaction or as used herein Contract or Prime Contract, principal, bid/proposal, and voluntarily excluded, as used in this section, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. The prospective lower tier participant may contact the Bidder/Proposer for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting its bid/proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Contract, unless authorized by Metro.

6. The prospective lower tier participant further agrees by submitting its bid/proposal that it will include this subsection B and the Certification (in the Bid/Proposal Forms) titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this Section. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of this subsection, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to Metro, Metro may pursue available remedies, including suspension and/or debarment.