

Los Angeles County  
Metropolitan Transportation Authority

## Outside Printing Bench

RFP No. PS127140660

ISSUED: 08.01.12



**Metro**<sup>™</sup>

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# TABLE OF CONTENTS

<b>SECTION 1 – LETTER OF INVITATION .....</b>	<b>1-0</b>
LETTER OF INVITATION FOR PROPOSAL .....	1-1
LETTER OF INVITATION SUPPLEMENT (FEDERAL FUNDING) .....	1-3
LIST OF CERTIFIED FIRMS (DISCLAIMER) .....	1-5
<b>SECTION 2 – CONTRACT DOCUMENTS .....</b>	<b>2-0</b>
FIRM FIXED PRICE EZ FORM SERVICES CONTRACT .....	2-1
ARTICLE I: CONTRACT DOCUMENTS ORDER OF PRECEDENCE .....	2-2
ARTICLE II: COMPENSATION .....	2-3
ARTICLE III: CONTRACT TERM AND PERIOD OF PERFORMANCE .....	2-3
ARTICLE IV: DALP-SBE-M/WBE PARTICIPATION .....	2-3
ARTICLE V: INSURANCE .....	2-3
ARTICLE VI: ENTIRE AGREEMENT .....	2-4
EXHIBIT 1 - PAYMENT CERTIFICATION .....	2-5
STATEMENT OF WORK .....	2-6
INSURANCE REQUIREMENTS .....	2-8
GENERAL CONDITIONS - EZ FORM SERVICES CONTRACT .....	2-10
1.0 DEFINITIONS .....	2-10
2.0 INDEPENDENT CONTRACTOR .....	2-10
3.0 METRO AUTHORIZED REPRESENTATIVES .....	2-10
4.0 ACCEPTANCE BY METRO .....	2-10
5.0 ASSIGNMENT .....	2-11
6.0 EXTENSION OF TIME .....	2-11
7.0 WARRANTY .....	2-11
8.0 TERMINATION .....	2-11
9.0 MODIFICATIONS .....	2-12
10.0 RESOLUTION OF DISPUTES .....	2-12
11.0 INDEMNITY .....	2-12
12.0 APPLICABLE LAW .....	2-12
13.0 NO WAIVER .....	2-12
14.0 RESERVED .....	2-12
15.0 INSURANCE .....	2-13
16.0 PAYMENT TO SUBCONTRACTORS * .....	2-13
17.0 SAFETY AND LOSS PREVENTION * .....	2-13
18.0 ENGLISH REQUIREMENTS * .....	2-14
REGULATORY REQUIREMENTS .....	2-15
RR-01 ADMINISTRATIVE CODE * .....	2-15
RR-02 DISCRIMINATION * .....	2-16
RR-03 WHISTLEBLOWER REQUIREMENTS * .....	2-16
RR-04 PUBLIC RECORDS ACT * .....	2-17
RR-05 ACCESS TO RECORDS .....	2-17
RR-06 FEDERAL FUNDING, INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS, AND FEDERAL CHANGES* .....	2-18
RR-07 ENERGY CONSERVATION REQUIREMENTS .....	2-19
RR-08 CIVIL RIGHTS REQUIREMENTS * .....	2-19
RR-09 NO GOVERNMENT OBLIGATION TO THIRD PARTIES * .....	2-20
RR-10 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS * .....	2-20
RR-11 SUSPENSION AND DEBARMENT* .....	2-21

RR-12	RECYCLED PRODUCTS.....	2-22
RR-13	CLEAN WATER AND CLEAN AIR REQUIREMENTS* .....	2-22
RR-14	COMPLIANCE WITH FEDERAL LOBBYING POLICY * .....	2-22
RR-15	BUY AMERICA * .....	2-23
RR-16	CARGO PREFERENCE* .....	2-23
RR-17	FLY AMERICA.....	2-24
RR-18	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT * .....	2-24
RR-19	SEISMIC SAFETY.....	2-26
RR-20	ADA ACCESS.....	2-26
RR-21	ALCOHOL AND DRUG-FREE WORKPLACE PROGRAM * .....	2-27
RR-22	TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS * .....	2-28
RR-23	CHARTER SERVICE OPERATIONS.....	2-29
RR-24	SCHOOL BUS REQUIREMENTS.....	2-30
RR-25	FEDERAL PATENT AND DATA RIGHTS* .....	2-30
SPECIAL PROVISIONS (SERVICES).....		2-33
SP-01	DALP PARTICIPATION.....	2-33
SP-02	RESERVED.....	2-33
SP-03	ORGANIZATIONAL CONFLICTS OF INTEREST* .....	2-33
SP-04	NOTICES AND SERVICE THEREOF* .....	2-33
SP-05	APPROVED SUBCONTRACTORS AND SUPPLIERS* .....	2-34
SP-06	RELEASE OF INFORMATION* .....	2-34
SP-07	ORDERING (FOR INDEFINITE DELIVERY/QUANTITY CONTRACTS) .....	2-34
SP-08	INSURANCE (RESERVED).....	2-36
SP-09	LIQUIDATED DAMAGES*.....	2-36
SP-10	SUBCONTRACT ADMINISTRATION .....	2-37
EXHIBIT 1 - RATE CERTIFICATION .....		2-41
CONTRACT COMPLIANCE MANUAL (FEDERAL).....		2-42
SECTION 100	DISADVANTGED BUSINESS ENTERPRISE PROGRAM.....	2-42
SECTION 200	DBE PARTICIPATION .....	2-43
SECTION 300	ADMINISTRATIVE REQUIREMENTS.....	2-46
SECTION 400	FAIR AND REASONABLE TREATMENT OF SUBCONTRACTORS.....	2-49
SECTION 2	NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY	
	REQUIREMENTS.....	2-50
1.0	POLICY.....	2-50
2.0	IMPLEMENTATION.....	2-50
3.0	NONCOMPLIANCE.....	2-51
4.0	EQUAL EMPLOYMENT OPPORTUNITY .....	2-51
5.0	AFFIRMATIVE ACTION REQUIREMENTS AND EQUAL EMPLOYMENT	
	OPPORTUNITY.....	2-52
6.0	STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION	
	CONTRACT SPECIFICATIONS.....	2-53
7.0	NONCOMPLIANCE.....	2-58
APPENDIX A	DIVERSITY AND ECONOMIC OPPORTUNITY MANUAL (FEDERAL)	
	DEFINITIONS.....	2-59
APPENDIX B	DIVERSITY AND ECONOMIC OPPORTUNITY MANUAL (FEDERAL) SUBMITTAL	
	FORMS.....	2-63
<b>SECTION 3 – BID/PROPOSAL DOCUMENTS .....</b>		<b>3-0</b>
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 .....	3-4	
IP-15	METRO RIGHTS .....	3-5	
IP-16	PUBLIC RECORDS ACT .....	3-5	
IP-17	DISQUALIFICATION OF PROPOSERS .....	3-5	
IP-18	FILING OF PROTESTS.....	3-6	
<b>DBE INSTRUCTIONS TO BIDDERS/PROPOSERS AND FORMS .....</b>			<b>3-7</b>
D100	DBE PROGRAM.....	3-7	
D200	DBE PARTICIPATION.....	3-8	
D300	CALCULATING AND COUNTING DBE PARTICIPATION .....	3-9	
D400	CONTRACT COMPLIANCE.....	3-11	
D500	DBE FORMS .....	3-11	
D600	CERTIFICATION CONSIDERATIONS IN BID & PROPOSAL PREPARATION .....	3-11	
<b>SUBMITTAL REQUIREMENTS.....</b>			<b>3-15</b>
1.1	GENERAL FORMAT .....	3-15	
1.2	PROPOSAL CONTENT .....	3-15	
<b>EVALUATION CRITERIA .....</b>			<b>3-17</b>
1.	DEGREE OF THE PRIME'S SKILLS AND EXPERIENCE 35% .....	3-17	
2.	UNDERSTANDING OF WORK AND APPROPRIATENESS OF APPROACH FOR IMPLEMENTATION 35% .....	3-17	
3.	COST PROPOSAL 30%.....	3-17	
<b>SECTION 4 – PRE-QUALIFICATION DOCUMENTS.....</b>			<b>4-0</b>
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
<b>SECTION 5 – BID/PROPOSAL FORMS .....</b>			<b>5-0</b>
PROPOSAL LETTER .....			5-1
PRICING.....			5-5
BIDDERS LIST FORM.....			5-8
<b>SECTION 6 – REQUIRED CERTIFICATIONS .....</b>			<b>6-0</b>
ETHICS DECLARATION.....			6-1
GENERAL CERTIFICATIONS.....			6-3

CERTIFICATE OF COMPLIANCE WITH 49 CFR PART 655, PREVENTION OF ALCOHOL MISUSE AND PROHIBITED DRUG USE IN TRANSIT OPERATIONS .....6-5

BUY AMERICA CERTIFICATE .....6-7

CERTIFICATION OF COMPLIANCE WITH FEDERAL LOBBYING REQUIREMENTS (49 CFR PART 20).....6-8

\* 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**

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**Metro**

Metropolitan Transportation Authority

One Gateway Plaza  
Los Angeles, CA 90012-2952

213.922.2000 Tel  
metro.net

July 3, 2012

ATTENTION: Prospective Proposer

SUBJECT: REQUEST FOR PROPOSALS (RFP) FOR RFP No. PS127140660,  
Outside Printing Bench

Los Angeles County Metropolitan Transportation Authority (Metro) has established a contracting opportunity to provide overflow and outside printing services as outlined in the Statement of Work. The resultant Contract, if awarded, will be federally 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. PS127140660 on a Task Order basis. This Contract is a bench contract and will be for a term of two years. Funding is contingent on fiscal year availability.

The Los Angeles County Metropolitan Transportation Authority (LACMTA/Metro) will receive proposals for the above-identified contract (Contract). An original and 5 copies of all proposals and samples must be submitted in sealed envelopes, by mail or hand delivered to the address below, by COB on Thursday, August 30, 2012, which is 2:00 p.m.

Los Angeles County  
Metropolitan Transportation Authority (Metro)  
One Gateway Plaza  
Los Angeles, CA 90012-2952  
9<sup>th</sup> Floor Receptionist  
RFP No. PS127140660

The RFP documents are available for review on the Internet at [www.Metro.net](http://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: Linda Wasley, Sr. Contract Administrator  
RFP No. PS127140660

- By Phone to (213) 922 - 4186 Los Angeles County  
Metropolitan Transportation Authority
  - By FAX to (213) 922 - 1005 Attention: Linda Wasley, Sr. Contract Administrator  
RFP No. PS127140660
  - By e-mail to rickertl@Metro.net  
Diversity & Equal Opportunity, Linda Perryman, (213) 922-2626.
- Ethics or Lobbyist Registration Information, (213) 922-2900
- Pre-Qualification Department, (213) 922-4130

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



Linda Rickert  
Sr. Contract Administrator

## LETTER OF INVITATION SUPPLEMENT (FEDERAL FUNDING)

Bidders/Proposers are hereby notified that:

**Please note: As of 10/01/06, there have been significant changes to the required Disadvantaged Business Enterprise (DBE) Instructions to Bidders/Proposers.**

- A. Metro HAS established a “**Disadvantaged Business Enterprise Anticipated Level of Participation (DALP)**” for this project in the percentage of:

Five Percent (5%) of the Total Contract Price.

1. Achieving the DALP percentage established for this contract is encouraged and is not a condition of award nor an issue of responsiveness. However, it is the policy of Metro to provide the maximum opportunity for DBE firms to compete on its federally-assisted contracts.
2. DBE participation listed for this contract may be counted towards Metro’s race neutral overall DBE goal.
3. A List of Certified DBE Firms is included below for your convenience, and may be used to assist you in your outreach efforts.

### **METRO ASSURANCE**

Metro shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any federal-assisted contract or in the administration of its DBE program or the requirements of 49 Code of Federal Regulations (CFR) Part 26 as amended.

### **IF DALP PARTICIPATION IS LISTED**

If the awarding Contractor utilizes DBE firms to achieve DALP participation on the contract, the Contractor will be requested to cooperate with administrative requirements during the performance of the contract. The administrative requirements include the following:

1. **Complete and submit DBE Forms:** If the awarding Contractor will utilize DBE firms in the performance of the contract, the Contractor will be required to submit completed DBE Forms prior to contract award.
2. **DBE Payment Reporting:** The Contractor will be required to submit monthly and final Summary Subcontractor Paid Report (Form 103) reporting the amount paid to each DBE firm for work completed in the reporting period.
3. **Commercial Useful Function:** The Contractor and all subcontractors will be required to ensure that all DBE subcontractors (including DBE primes) perform a commercially useful function in managing, performing, and supervising its work.
4. **Termination and Substitution of DBE:** The Contractor and all subcontractors will be required to notify Metro in writing prior to terminating or substituting a DBE firm listed to

perform on this contract. The Contractor will be required to comply with the Public Contract Code, Section 4107 when requesting substitution of a DBE firm. When substituting a DBE firm, the Contractor or subcontractor will be encouraged to replace the DBE firm with another DBE firm.

LIST OF CERTIFIED FIRMS (DISCLAIMER)  
(DBE Instructions to Bidders/Proposers and Forms Document 068 – Attachment I)

**LIST OF CERTIFIED FIRMS (DISCLAIMER)**  
 (Supplemental Instructions to Bidders/Proposers Form 068 - Attachment 1)  
 DBE Certified

**NAICS selected :** 561439,323110

**DISCLAIMER**

Offerors are hereby given notice and advised that the list of certified Disadvantaged Business Enterprises (DBE) contained herein is made available as an 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 of listed firms, at least 72 hours prior to bid/proposal due date or for additional information regarding DBE certification eligibility requirements, please contact the Diversity & Economic 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](http://www.Metro.net)

FIRM	CONTACT NAME	ADDRESS	CITY, STATE ZIP	PHONE	EMAIL
<b>323110 - Commercial Lithographic Printing</b>					
A & R BROTHERS	Alan Huard,	5453 Alhambra Avenue	Los Angeles, Ca 90032	323 223-1103	Alhuard@Aol.Com
AMBIENT SOLUTIONS, INC.	Mills, Greg	131 Lang Avenue #200	West Covina, Ca 91790	626 396-5029	DI@Ambientsolutions.Net
COMMERCIAL PRINTING NETWORK	De Velasco, Robert	1623 Colorado Blvd.	Los Angeles, Ca 90041	323 256-2925	Commercialprinting@Sbcglobal.Net
DIEGO & SON PRINTING, INC.	Aguilera, Nicholas	2104 National Avenue	San Diego, Ca 92113	619 233-5373	Nicholas@Diegoandson.Com
DIGITAL SERVICES ENTERPRISES, INC	Morgan, Kathy	40 Tesla Suite B	Irvine, Ca 92618	949 387-6200	Kmorgan@Sirspeedyprinter.Com
DIGITALGRAPHICS, INC.	Hazarika, Panna	6615 Flanders Drive, Ste A	San Diego, Ca 92121	858 558-5706	Us547@Alphagraphics.Com
EAST BAY SIGN CO., INC.	Lau, Christina	207 11th Street	San Francisco, Ca 94103	415 431-8882	Christina@Bordendecal.Com
FAUST PRINTING, INC.	Faust, Rose Mary	8656 Ulica Ave. Suite 100	Rancho Cucamonga, Ca 91730	909 980-1577	Jim@Faustprinting.Com
FINGER DESIGN ASSOCIATES	Arlene Finger,	330 15th Street	Oakland, Ca 94612	510 465-0505	Finger@Fingerdesign.Com
IBARRA BROTHERS PRINTING	Ibarra, Jose Maria	1009 Valencia Street	San Francisco, Ca 94110	415 826-6700	Sales@ibarrabrothersprinting.Com
KIM PRINTING PRODUCTION, INC.	Avalos, Miguel	218 E. Longdon Ave.	Irwindale, Ca 91706	626 821-0008	Miguel@Knpri.Com
MARK ANTHONY PRINTING SERVICE	Iles, Mark A.	3019 Vail Avenue	Los Angeles, Ca 90040	213 610-8845	Manthonyps@Hotmail.Com
OJAI PRINTING & PUBLISHING CO.	Milner, Albert	111 N. Blanche St.	Ojai, Ca 93023	805 646-8128	Info@Ojaiprinting.Com
OSCAR'S PRINTING, INC.	Macias, Oscar	427 W. Venice Blvd.	Los Angeles, Ca 90015	323 747-0319	Oscarsprinting@Msn.Com
P G I PACIFIC GRAPHICS	Wasson, Yvonne Castillo	14938 E. Nelson Avenue	City Of Industry, Ca 91744	626 336-7707	Ywasson@Pacgraphics.Com
PAPER JUNGLE PRINTING, INC.	Teng, Michael	245 Fischer Avenue, Suite C-6	Costa Mesa, Ca 92626	714 641-7343	Mike@Paper-Jungle.Com
PARA-TWIN PALMS PRINTING, INC.	Lauw, Iem	125 Mason Circle, Suite L	Concord, Ca 94520	925 671-7787	Liem@Sbcglobal.Net
PEAKS & ASSOCIATES	Peaks, Kimberly	3683 Aureola Blvd.	Los Angeles, Ca 90008	323 294-0399	Kimpeaks@Ca.Rr.Com
R AND R ADVANTAGE PRINTING INCORPORATED	Rosete Jr., Javier	317 South Brand Boulevard	San Fernando, Ca 91340	818 256-0500	Monika@Randradvantage.Com
WE PRINT	Patel, Alpa	2317 W. Chapman	Orange, Ca 92668	714 634-1992	Alpa@Weprint-Oc.Com
WORLD'S PRINTING & SPECIALTIES CO., LTD	Walden, Willie	233 Michigan Ave- Concourse Level	Chicago, Il 60601	312 565-1401	Worldsprin@Aol.Com
WRIGHT GRAPHICS, INC	Samuelson, Marge	21810 Nordhoff St.	Chatsworth, Ca 91311	818 882-4172	Msamuelson@Wrightgraphics.Com
<b>561439 - Other Business Service Centers (including Copy Shops)</b>					
AIRPORT BLUEPRINT, INC	Sue Hedman,	4854 North Blackstone	Fresno, Ca 93726	559 225-9055	Copies@Airportblueprint.Com
BLUEPRINT SERVICE COMPANY	Kuwahara, Terry	1100 18th Street	Bakersfield, Ca 93301	661 327-2501	Kim@Blueprintservice.Net
BUSINESS TRAVELER SERVICES, INC.	Hayley, Sheila	6000 North Terminal Parkway, Mn 1-1, Room B2	Atlanta, Ga 30320	404 762-3536	Shayley@Selectbts.Com
CAREER LADDERS	Radosevich, James	9381 E. Stockton Blvd., 118	Elk Grove, Ca 95624	916 714-6661	Careerladders@Frontier.net
COPY 2 COPY	Mody, Nimish	8975 Complex Drive	San Diego, Ca 92123	858 292-8100	Nimish@Copy2copy.Com
DIGITAL IMAGE SYSTEMS	Galvan, Eric	2154 S. Atlantic Blvd.	Commerce, Ca 90040	323 268-6872	Egalvan@Mail.Com
DIGITAL SERVICES ENTERPRISES, INC	Morgan, Kathy	40 Tesla Suite B	Irvine, Ca 92618	949 387-6200	Kmorgan@Sirspeedyprinter.Com
LASER PRINTERS & TONER CARTRIDGES	Bourgeau, Donovan	2721 Castlehill Rd. #3	Chula Vista, Ca 91915	619 216-3958	Donovanbourgeau@Yahoo.Com

<b>FIRM</b>	<b>CONTACT NAME</b>	<b>ADDRESS</b>	<b>CITY, STATE ZIP</b>	<b>PHONE</b>	<b>EMAIL</b>
PAPER JUNGLE PRINTING, INC.	Teng, Michael	245 Fischer Avenue, Suite C-6	Costa Mesa, Ca 92626	714 641-7343	Mike@Paper-Jungle.Com
REGIS COMMUNICATIONS CONSTRUCTION BID SOURCE	Regis, Pearl	Po Box 568	Burson, Ca 95225	209 772-3670	Pearl@Constructionbidsource.Com
SUPERIOR DOCUMENT SERVICES, INC.	Pessis, Ariane	811 Wilshire Blvd., # 950	Los Angeles, Ca 90017	213 627-6300	Apessis@Superiodoc.Com
SWIFT SERVICES, INC.	Swift, William H.	6000 N. Terminal Pkwy., Mn1-1, Rm. B2	Atlanta, Ga 30320	404 223-1008	
THE CAD-SCAN CONNECTION	Martini Posner, Linda M.	935 12th St., Suite B	Paso Robles, Ca 93446	805 237-9347	Lindap@Cadscanconnection.Com
TWIN IMAGING TECHNOLOGY, INC.	Martin, Gina M.	1662 Ord Way	Oceanside, Ca 92056	760 683-7398	Gmartin@Twinimaging.Com
WINSLOW REPRO-GRAPHICS, INC	Dorothy M. Zalar,	2337 Lexington Street	Sacramento, Ca 95815	916 921-9311	Zalar@Surewest.Net

**Grand Total of Counts :** 37

## **SECTION 2 – CONTRACT DOCUMENTS**



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**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

**CONTRACT NO. RFP NO. PS127140660**

**OUTSIDE PRINTING BENCH**

**FIRM FIXED PRICE EZ FORM SERVICES 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 EZ FORM SERVICES CONTRACT**

**CONTRACT NO: RFP NO. PS127140660**

**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)**

**OUTSIDE PRINTING BENCH**

---

This federally funded Contract is entered into by and between the Los Angeles County Metropolitan Transportation Authority (LACMTA or 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, the Contract Documents listed in Section B, and all Attachments, all of which are incorporated herein and made a part of this Contract. **PLEASE READ ALL CONTRACT DOCUMENTS; THEY ALL APPLY.**
  
- 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
  - 3. General Conditions
  - 4. Statement of Work
  
- 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: COMPENSATION

- A. Contract Price. In consideration of the Contractor's full performance of the Work, and in accordance with the terms of the Contract, the Metro will pay the Contractor the Not To Exceed Contract Price of \$----- as provided in this Article.
- B. Payment Schedule. Except as otherwise expressly provided, the Contract Price shall be paid to the Contractor based upon acceptance of the work of each Task Order.
- C. Invoicing. The Contractor shall submit an original and two copies of each invoice. Each invoice shall include the date, contract number, and description of the work completed. The Contractor shall also submit a Certification for Request for Payment attached as Exhibit 1. The Metro shall pay the Contractor within thirty (30) days after the receipt of an acceptable invoice. Invoices shall be mailed to the Metro as follows:

Los Angeles County Metropolitan Transportation Authority  
Accounts Payable  
P.O. Box 512296  
Los Angeles, CA 90051-0296  
Contract No. **RFP No. PS127140660**

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

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 III: CONTRACT TERM AND PERIOD OF PERFORMANCE

The Period of Performance of this Contract shall begin on **[insert the date]** (hereinafter "Commencement Date"). Contractor shall complete all Work under the Contract by **[insert date]** (hereinafter "Completion Date"), unless this Contract is terminated earlier or extended by the Metro, in writing, as provided in the Contract.

## ARTICLE IV: DALP-SBE-M/WBE PARTICIPATION

The Contractor is encouraged to achieve its Disadvantaged Business Enterprise Anticipated Level of Participation (DALP) (5)% of the total contract price.

The Contractor is referred to the Contract Compliance Manual (Federal or Non-Federal) for applicable DALP or SBE administrative requirements and guidance.

## ARTICLE V: INSURANCE

See Insurance Requirements on Page 2-8.

**ARTICLE VI: 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 the Metro and Contractor and supersedes any prior representations, understandings, communications, agreements or proposals, oral or written.

**CONTRACTOR NAME  
PHYSICAL ADDRESS  
EMAIL ADDRESS  
PHONE NUMBER**

**LOS ANGELES COUNTY  
METROPOLITAN  
TRANSPORTATION AUTHORITY**

ARTHUR T. LEAHY  
CHIEF EXECUTIVE OFFICER

BY: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL

BY: \_\_\_\_\_  
(PRINT OR TYPE NAME)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

TAX ID NO.: \_\_\_\_\_

APPROVED AS TO FORM BY COUNTY COUNSEL ON July 15, 2003.

**Contract No. RFP No. PS127140660  
Outside Printing Bench**

**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 the 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 the 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 the 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: \_\_\_\_\_

## STATEMENT OF WORK

LACMTA requires the services of qualified Contractors to print a variety of informational and promotional literature, brochures, pamphlets, newsletters, bus cards, posters and folders. LACMTA will contract with multiple contractors to provide the opportunity for the contractors to bid on individual jobs over a 2 year period from the date of the execution of the contracts. All work is to be done on an as-needed basis. Printed materials include oversized and multiple color jobs. Printing of jobs is defined to include actual printing of text and artwork as required, as well as folding, cutting, laminating, scoring, perforating, numbering, or other tasks as necessary to deliver finished items.

Contractors must have at least five years printing industry experience.

Contractors must have the following equipment in daily use:

### Minimum Equipment List

40 inch, 6 color printing press  
Electronic Digital Pre-press  
Contract color proofing system  
FTP site or equivalent for uploading large files  
In house folding and binding services

Contractors agree to provide a quick turnaround job quotation for each required project and meet deadlines as required by LACMTA. Failure to respond {a no-bid is considered a response} to 5 consecutive requests will automatically drop the contractor from the bidding arrangement and, therefore, terminate the contractor's contract. Contractors must be available during normal LACMTA business hours (8:00AM - 4:30PM, Monday through Friday) as well as off-hours. Contractors shall provide delivery to Metro's Printing Services department or, if needed to various LACMTA divisions/locations, in the greater Los Angeles County area. Expedited deliveries may be required.

Contractors shall pick up computer discs or any other items provided by LACMTA to complete each project. Contractors shall have responsibility for all computer discs, or any other necessary items to produce project and shall return such items in good condition to LACMTA after completion of each job.

Contractors shall provide an FTP site for uploading of files.

Contractors shall ship quantities agreed upon for each project. LACMTA will not accept or be billed for over shipments or under shipments unless authorized before completion of project. LACMTA will not be held responsible for minimum charges on any job. LACMTA will not be held responsible for costs of over runs unless the cost has been specifically agreed to via e-mail or written document by the LACMTA project manager.

Contractor shall compensate LACMTA on any default delivery for any overage between contractor's quoted price and the amount LACMTA is required to pay another contractor to complete the job. LACMTA shall notify Contractors immediately if work quality is not acceptable to LACMTA. Contractor shall be willing to negotiate pricing on any work that is

deemed below quality, as well as any deadlines that are not met unless the delay is directly the result of LACMTA changes or failure to approve production samples in a timely manner.

Contractors shall provide trapping in customer files and troubleshooting of customer files as necessary.

Contractor must provide clear labeling with job number, sample of print job attached to each carton and number of cartons on each carton delivered.



## **INSURANCE REQUIREMENTS**

Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons, or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, or employees. With respect to Professional Liability, coverage must be maintained, and evidence provided, for two years following the expiration of this contract.

### MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial (occurrence form CG001), or most recent edition General Liability coverage, and shall not contain the "X, C and U (explosion, collapse and underground) exclusions.
2. Insurance Services Office form number CA0001 (Ed. 1/87), or most recent edition covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

### MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Including contractual liability insuring owned, non-owned, hired and all vehicles used by the Contractor with a combined single limit of not less than \$1,000,000 applicable to bodily injury, sickness or death, and loss of or damage to property in any one occurrence.
3. Workers' Compensation Liability: Including Occupational Diseases in accordance with California Law and Employers' Liability Insurance with a limit of not less than \$1,000,000 each accident.

### OTHER INSURANCE PROVISIONS

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Metro, its subsidiaries, officials and employees are to be covered as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Metro, its subsidiaries, officials and employees.

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance with respect to Metro, its subsidiaries, officials and employees, and shall not be considered contributory insurance with any of the insurance or self-insurance maintain by the Metro.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Metro, its subsidiaries, officials and employees.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, and has been given to the Metro.
6. Workers' Compensation and Employer's Liability policies shall contain the inclusion of the Metro, its Subsidiaries, officials and employees as additional insured, or provide a waiver of subrogation.

#### DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention's must be declared to, and amounts over \$10,000 approved by the Metro.

#### ACCEPTABILITY OF INSURERS

Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise approved by the Metro.

#### VERIFICATION OF COVERAGE

Contractor shall furnish Metro with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by the Metro before work commences. As an alternative, the Contractor may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

#### SUBCONTRACTORS

Contractor shall include all Subcontractors as insured under its policies or shall furnish separate certificates and endorsement for each Subcontractor. All coverage's for Subcontractor shall be subject to all of the requirements stated herein.

# GENERAL CONDITIONS - EZ FORM SERVICES CONTRACT

## 1.0 DEFINITIONS

Terms and conditions marked with an asterisk (\*) shall be included in any subcontract placed under this contract. "Metro" means the Los Angeles County Metropolitan Transportation Authority. "Contractor" means the person, firm or corporation supplying the Work under the Contract, and includes all of its employees, representatives, subcontractors, and suppliers. "Work" means goods, equipment and materials, and all productive and operative efforts and services provided to generate the results specified, indicated or implied in the Contract to complete the project described in the Statement of Work; may also refer to Work in progress. "Modification" means a written order from Metro's Authorized Representative directing an amendment in the Work that is within the general scope of the Work described in the Statement of Work. Additional terms may be defined elsewhere in the Contract.

## 2.0 INDEPENDENT CONTRACTOR

Contractor is an independent contractor and is not an agent of Metro in the performance of the Contract, and represents that it is fully experienced and properly qualified, licensed, equipped, organized, and financed to perform the class of Work required for the Contract and shall maintain complete control over its employees and its Subcontractors and Suppliers of any tier. Contractor shall: (1) perform the Work in compliance with the terms of the Contract in accordance with its own methods and in accordance with professional standards or skill, care, and diligence adhered to by firms recognized for their expertise and knowledge in performing similar Work, and (2) be responsible for the professional quality, technical accuracy, completeness and coordination of the Work. Nothing contained in the Contract or any Subcontract awarded by Contractor shall create any contractual relationship between any Subcontractor and Metro. Metro reserves the right of prior approval of all subcontractors and may provide notice to Contractor to terminate any subcontractor for any reason, and Contractor shall terminate the subcontractor in accordance with the notice.

## 3.0 METRO AUTHORIZED REPRESENTATIVES

Metro or MTA means the Los Angeles County Metropolitan Transportation Authority (Metro), its predecessors, successors, or any successor in interest, or its Contracting Officer or other Metro Authorized Representative.

Metro's Authorized Representatives shall be its Contracting Officer, or persons designated by the Contracting Officer in a written Notice to Contractor. The authority of such designated Authorized Representatives will be limited as expressly set forth in the Notice.

## 4.0 ACCEPTANCE BY METRO

Metro shall have a reasonable time (but not less than 30 days) after receipt to inspect the Work tendered by Contractor. Metro may in its sole discretion reject all or any portion of Work tendered for acceptance if any portion does not comply in every respect

with each and every term and condition of this Contract. If Metro elects to accept nonconforming Work, in addition to its other remedies, Metro may deduct a reasonable amount from the Contract Price to compensate Metro for the nonconformity. Any acceptance by Metro, even if unconditional, shall not be deemed a waiver or settlement of any defect in the Work. Until accepted by Metro as provided above, Contractor shall bear all risk of loss and damage, unless such loss or damage results solely from the active negligence of Metro. Notwithstanding any acceptance by Metro, Contractor shall not be relieved of any obligation hereunder, including its obligations to complete any portion of the Work, the non-completion of which was not disclosed to Metro (regardless of whether such nondisclosures were fraudulent, negligent, or otherwise); and Contractor shall remain obligated under all those provisions of this Contract which expressly or by their nature extend beyond and survive final acceptance of the Work.

## **5.0 ASSIGNMENT**

Contractor shall not assign any right or delegate any duty without the prior written consent of Metro.

## **6.0 EXTENSION OF TIME**

Metro will grant Contractor an extension of time to perform the Work if the delay is caused by circumstances which are both beyond its control and not foreseeable, but in no event shall Contractor be excused for any inability to obtain goods or services necessary for Contractor's performance or for failure to take reasonable precautions or actions to mitigate the delay.

## **7.0 WARRANTY**

Contractor warrants that the Work shall (a) comply with each requirement of this Contract, (b) be of merchantable quality; (c) be fit for the particular needs and purposes of Metro as communicated to Contractor in the Statement of Work; and (d) not be restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties is breached, Contractor shall correct all defects and nonconformities, be liable for all direct, indirect, consequential and other damages suffered by Metro and any other persons, and defend and indemnify Metro from any claim asserted by any person resulting in whole or in part from such breach.

## **8.0 TERMINATION**

Metro may, by written Notice to Contractor, terminate this Contract in whole or in part at any time, either for Metro's convenience or for default.

**A. Default.** If Contractor is in default of any provision of this Contract, Metro may terminate in whole or in part, and Contractor shall be liable for all damages arising out of the default. If in Metro's reasonable judgment a default can be cured, prior to termination for default Metro may issue a Cure Notice to Contractor. If Contractor fails to cure the default within five (5) days, or commence and complete the cure in accordance with such additional time limits as may be described in the Cure Notice, Metro may terminate for default.

**B. Convenience.** If Metro terminates all or any part of this Contract for Metro's convenience Metro will compensate Contractor to the extent provided and in accordance with the applicable portions of Part 49 of the Federal Acquisition Regulations. Metro will not compensate Contractor for any services not performed or goods not shipped by the date of such termination.

## **9.0 MODIFICATIONS**

Metro may, direct changes in the Work by Modifications. If a Modification results in an increase or decrease in costs to be incurred or time needed to complete performance of this Contract, then Contractor shall submit a written proposed adjustment in the contract Price and/or schedule, and the parties shall make a fair and equitable adjustment.

## **10.0 RESOLUTION OF DISPUTES**

The Parties shall use their best efforts to resolve disputes by negotiation or mutually agreed alternate dispute resolution (ADR) process such as mediation or arbitration. If the Parties are unable to resolve the dispute, it may be pursued by either party in the courts of Los Angeles County or in the Federal District Court for the Central District of California. All rights and remedies of Metro and Contractor shall be cumulative. Unless otherwise directed by Metro, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

## **11.0 INDEMNITY**

Contractor shall indemnify, defend and hold harmless Metro, its officers, representatives and employees, from and against all liability, demands, claims, suits, losses and expenses whatsoever ("Liability"), including attorneys fees, whether direct or consequential, on account of (1) any loss, injury to or death of any person or persons or damage to any property (including without limitation all property owned by, leased to or used by either Contractor or Metro or both), or (2) any loss or damage to business or reputation or privacy of any person, arising in whole or in part from Contractor's performance hereunder, and regardless of whether such Liability results in whole or in part from the negligence or omission of Metro. Liability resulting solely from Metro's gross negligence, or willful misconduct is excluded from this indemnity.

## **12.0 APPLICABLE LAW**

This Contract and the performance hereunder shall be construed according to the law of California. Contractor shall at all times comply with all applicable laws, regulations and codes.

## **13.0 NO WAIVER**

Failure or delay of Metro to enforce at any 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 of such provision.

## **14.0 RESERVED**

## 15.0 INSURANCE

See Insurance Requirements on Page 2-8.

## 16.0 PAYMENT TO SUBCONTRACTORS \*

**A. Applicability.** This Article applies only if Contractor has employed Subcontractors.

### **B. Requirements**

1. Payments - Contractor shall pay each Subcontractor under this Contract for satisfactory performance of its Subcontract no later than ten (10) days after its receipt of each Payment from Metro.
2. Release of Retention to Subcontractors - Contractor shall pay to each Subcontractor all amounts it has retained from payments under the Subcontract within ten (10) days after the Subcontractor's Work is satisfactorily completed.
3. Delay in Payment – Contractor shall not delay payment beyond the ten (10) day time limit except for good cause.

### **C. Failure to Comply**

If Metro determines that Contractor has failed to comply with this Article, Metro may give written notice to Contractor and 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.

## 17.0 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.

## **18.0 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.

# 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](http://www.metro.net/images/MTA_Administrative_Code_Enactment.pdf) (hereinafter "Administrative Code" - available at [www.metro.net/images/MTA Administrative Code Enactment.pdf](http://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 a asterisk (\*) shall be included in all Subcontracts of any tier.**

### **SP-01      DALP PARTICIPATION**

- A. The Contractor is encouraged to achieve it's Disadvantaged Business Enterprise Anticipated Level of Participation (DALP) of five percent (5%) of the Not to Exceed (NTE) Amount.

A DALP is assigned for each Task Order.

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

### **SP-02      RESERVED**

### **SP-03      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-04      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: Linda Wasley, Sr. Contract Administrator  
Contract No. RFP No. PS127140660

- 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-05 APPROVED SUBCONTRACTORS AND SUPPLIERS\***

Subcontractor	Services Performed	??License Type and Number	??DBE/ MBE/ WBE
Name Address Phone			

Supplier	Material Supplied	??DBE/ MBE/ WBE
Name Address Phone		

(Information will be incorporated at time of award)

**SP-06 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-07 ORDERING (FOR INDEFINITE DELIVERY/QUANTITY CONTRACTS)**

- A. The Contractor shall perform service's under the Contract as specified in the written Task Order issued by Metro.
- B. All Task Order's are subject to the terms and conditions of the Contract. In the event of conflict between a Task Order and the Contract, the Contract shall govern.
- C. Metro will initiate a Task Order by transmitting to the Contractor a Cost/Schedule Proposal Request (herein called "CSPR") that describes an initial task description and implementation schedule.
- D. The Contractor will then prepare a detailed Cost/Schedule Proposal (herein called "CSP"-Form 60) and transmit it to Metro within the time specified in the CSPR. The CSP shall specify the following:

1. Work to be performed by the Contractor (see CSPR);
  2. Management Plan that lists key personnel as defined in General Conditions entitled ORGANIZATION AND PERSONNEL;
  3. Budget Plan including a detailed cost estimate and a cost loaded schedule;
  4. Schedule;
  5. List of Subcontractors, their scope of work and estimated value of work;
  6. DBE participation (see Special Provision entitled DBE/MBE/WBE PARTICIPATION PERCENTAGE); and
  7. Work products.
- E. Metro will evaluate the CSP. In its discretion, Metro may request the Contractor to revise and resubmit the CSP.
- F. Metro will notify the Contractor in writing whether the CSP has been accepted. CSPs not accepted in writing shall be deemed rejected.
- G. If a CSP or its revision is rejected, neither party shall have any rights or obligations arising out of the CSP or CSPR. Metro may issue a unilateral Task Order subject to further negotiation with the Contractor.
- H. If a CSP is accepted by Metro, a Task Order will be issued by Metro and acceptance will be sought from the Contractor.
- I. The Contractor shall not make any substitution of Subcontractors without prior approval by Metro, in accordance with the General Conditions, after a CSP has been accepted in writing by Metro.
- J. In addition, at any time during the course of contract performance, Metro may issue and/or revise the Task Order by Direction, subject to acceptance by the Contractor.
- K. Each executed Task Order will include:
1. A numerical designation;
  2. The period of performance and schedule of deliverables;
  3. The description of the services; and
  4. The contract price, which shall not be exceeded without written modifications to the Task Order.
- L. The Contractor shall start services immediately upon receipt of a Task Order.
- M. The Contractor will not be reimbursed for costs incurred prior to the effective date of a Task Order.

**SP-08 INSURANCE (RESERVED)**

**SP-09 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/Task Order 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/Task Order shall be set forth in the appropriate Schedules as attached to each Task Order. Liquidated Damages shall only apply to Firm Fixed Priced Contract/Task Order 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/Task Order, 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 progress Schedules and reports are not submitted at the times required by the Contract/Task Order, 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 Record Drawings 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/Task Order 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/Task Order Revision for the amounts specified herein that will reduce the total value of the FFP Contract/Task Order. 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/Task Order.

## **SP-10 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 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. Modified Compensation and Payment Article -

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.

## **END OF SPECIAL PROVISIONS**

**Contract No. RFP No. PS127140660  
Outside Printing Bench**

**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: \_\_\_\_\_

# DIVERSITY & ECONOMIC OPPORTUNITY DEPARTMENT CONTRACT COMPLIANCE MANUAL (FEDERAL)

## SECTION 100 DISADVANTGED BUSINESS ENTERPRISE PROGRAM

**100** **FEDERAL OBLIGATION:** The Los Angeles County Metropolitan Transportation Authority (Metro), as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 Code of Federal Regulation (CFR) Part 26, as amended concerning the utilization of Disadvantaged Business Enterprises (DBE) applies to this contract.

**101** **METRO POLICY STATEMENT:** Metro has established a DBE Program in accordance with 49 CFR Part 26. It is the policy of Metro to implement the following steps in the administration of its program to ensure DBEs have an equal opportunity to receive and participate on Metro Department of Transportation (DOT)-assisted contracts:

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 the 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 marketplace outside the DBE program.

**102** **INTERPRETATION:** Any conflict, error, omission or ambiguity which may arise between these instructions and the federal regulations or Metro's DBE Program shall be resolved first in favor of the federal regulation and second metro's DBE program. Metro's DBE Program and 49 CFR Part 26 as amended are hereby incorporated by reference into these instructions.

**103** **NON DISCRMINATION:** It is the policy of Metro and the Public Transportation Services Corporation (PTSC) never to exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color or national origin.

In administering its DBE Program, Metro will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program with respect to individuals or a particular race, color, sex or national origin.

**104**      **QUOTAS:** Metro does not use quotas in any way in the administration of its DBE program.

**105**      **MISREPRESENTATION:** Suspension or debarment proceedings may be initiated against any firm:

(a) That attempts to participate in a DOT-assisted program as a DBE if the firm does not meet the eligibility criteria stated in the Certification Standards for DBE programs and if it attempts to participate on the basis of false, fraudulent or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty.

(b) That in order to meet its Disadvantaged Business Enterprise Anticipated Level of Participation (DALP) participation or other DBE administrative requirements uses or attempts to use on the basis of false, fraudulent or deceitful statements or representations, another firm that does not meet the DBE eligibility criteria stated in the certification standards.

In either case the 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.

While DOT may consider that the business, purported to be a certified DBE and was certified by a valid certification authority, certification on false or misleading grounds does not preclude the DOT from determining that the purported DBE or another firm that has used or attempted to use the purported DBE to meet the DALP percentage may be suspended or debarred.

**106**      **AUDIT AND INSPECTION:** The Contractor shall maintain records of all subcontracts entered into with DBE firms and records of materials purchases from DBE suppliers. Such records shall show the name and business address of each DBE subcontractor or supplier and the total dollar amount actually paid to each DBE subcontractor or supplier. Metro reserves the right to audit the records and inspect the facilities of its contractors and any subcontractors of any tier for the purpose of verifying the DALP 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**      **METRO OVERALL DBE GOAL:** As a requirement of compliance 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 neutral measures. Metro supports the use of 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 forces. To ascertain whether the overall DBE goal is being achieved, Metro will track

the dollar amount paid to all certified DBE firms performing work called for in this contract that is eligible to be credited toward Metro's overall goal.

**201**      **MONITORING DBE PARTICIPATION:** The Contractor is encouraged to strive to attain the DALP participation by utilizing its listed DBE firms during the performance of the contract. The Contractor's proposed DALP, although purely voluntary, becomes a statement of record in the Special Provisions section of the contract and shall be monitored as described herein.

**202**      **COMMERCIAL USEFUL FUNCTION (CUF):** A DBE must perform a commercially useful function (CUF) on the contract to be counted. A commercially useful function is performed when the DBE is responsible for the execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. A DBE prime or subcontractor 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.

An on-site visit review will be used to ascertain whether the DBE is actively performing, managing, and supervising the 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.

**203**      **THE DBE (AND NOT SOME OTHER BUSINESS ENTITY) SHALL ACTUALLY PERFORM THE SUBCONTRACT:** The DBE's utilization of labor, supervisory personnel, equipment and material in the performance of the subcontract, shall be consistent with industry standards and shall demonstrate that the DBE and not some other business entity is actually performing the subcontract. For example, if a DBE associates itself too closely with another business entity or entities, in acquiring labor force, supervisors, equipment or materials to an extent inconsistent with industry standards, the DBE can no longer be said to be actually performing the subcontract.

**204**      **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.

**205**      **COUNTING DALP PARTICIPATION:** Metro is only able to count toward the achievement of the DALP percentage 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.

1. **DBE as the Prime Contractor:** 100% DALP credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE prime subcontracts to a non-DBE firm does not count toward the DALP.
2. **DBE as a Joint Venture Contractor:** 100% DALP 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.
3. **DBE as a Subcontractor:** 100% DALP 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 DBE DALP.
4. **DBE as a Material Supplier or Broker:**
  - a) 60% DALP credit for the cost of the materials or supplies purchased from a DBE regular dealer.
  - b) 100% DALP credit for the cost of materials or supplies obtained from a DBE manufacturer.
  - c) 100% DALP 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% DALP 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. DALP 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.

**206** **VIOLATION OF COMMERCIAL 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 can not be counted toward the DALP achievement for the contract or Metro's overall goal. When a DBE is presumed not to be performing a CUF as described in this section, the DBE may present evidence through the Contractor to Metro to rebut that presumption no later than fifteen (15) days after receipt of notice of violation(s). If after review of the evidence presented by the DBE does not meet the CUF provisions herein, the Contractor will be required to cure deficiencies found. Metro's decisions on CUF matters are not administratively appealable to the DOT.

**207** **CHANGES IN WORK LISTED TO DBE FIRMS**: In such instances where Metro changes, reduces, or deletes work contracted to a DBE firm(s) at time of contract award, the Contractor is not required to replace the work but is encouraged to do so. If the Contractor proposes changes for work contracted to a DBE firm(s), the Contractor is required to notify the DBE firm of the proposed change, reduction, or deletion of any work listed at time of contract award prior to executing the change. The dollar amount of changes or any other contract modifications that increase or decrease the work listed to a DBE firm(s) will be commensurately added to or subtracted from the total contract amount used to compute actual dollars paid to DBEs.

## **SECTION 300 ADMINISTRATIVE REQUIREMENTS**

**300** **ADMINISTRATIVE REQUIREMENTS**: This Manual describes DBE Program reporting and other administrative requirements in which the Contractor is requested to cooperate in fulfilling during the performance of the contract. Metro will monitor, track and report DALP percentage the Contractor strives to achieve on this contract as a means to fulfill its federal funding and reporting requirements as a condition of receiving federal assistance.

**NOTE: The administrative requirements noted by an (√) are mandatory.**

**301** **BID FORMS (√)**: If the Contractor lists DALP participation in its Bid/Proposal and did not complete the DBE Bid Forms at time of bid, the Contractor and its subcontractors are required to submit completed DBE Bid Forms prior to contract award. Form to be completed are Forms 1 and 3 – Contractor only and Forms 3 and 4 all Subcontractors. Form 5 is optional. DEOD will credit DALP participation as prescribed in *Section 205 Counting DALP Participation*.

**302** **PRE-CONSTRUCTION (KICK-OFF) MEETING**: Both the Contractor and the Subcontractor(s) or a representative of each firm is encouraged to attend the kick-off meeting concerning the DBE administrative requirements and other matters, prior to or immediately after Notice to Proceed is issued. The Contractor is responsible for informing the Subcontractors of all DBE requirements as specified by Metro herein.

**303** **SUMMARY OF CONTRACTORS PAID REPORT (Form 103) (√)**: The Contractor is required to complete and submit monthly Summary of Subcontractors Paid Reports (Form 103) by the 15th of each month reporting payments to subcontractors for work completed through the end of the previous month. The participation of DBE Contractor or Subcontractors will not be credited towards the Contractor's DALP achievement or Metro's overall goal, until the amount being counted toward the DALP and any retainage held by the Contractor has been paid. The Form 103 report includes the following:

1. Name of each DBE Subcontractor.
2. General work assignment of each DBE Subcontractor.
3. The specific portion of work executed by each DBE Subcontractor dollars paid during the reporting period.
4. The original dollars listed 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 dollars listed to each DBE.
9. Date of last progress payment
10. Invoice amount & Invoice Date
11. Invoice number corresponding to last payment to subcontractor

**304** **FINAL REPORTING (√)**:The Contractor is required to submit a final Form 103 report after 14 calendar days from the receipt of final payment and retention from Metro. This report shall capture final payment and retention paid to listed DBE firms. DBE participation will not be credited towards the Contractor's DALP achievement or Metro's overall DBE goal, until the amount being counted toward the DALP, and any retainage held by the Contractor has been paid to the DBE firm.

**305** **EXECUTED DBE SUBCONTRACT AGREEMENTS (√)**:The Contractor shall submit to Metro copies of all executed DBE subcontracts and/or DBE purchase orders (PO) within fourteen (14) working days after the Contractor executes its subcontract or PO with the DBE firm. The Contractor shall include in all executed DBE and non-DBE subcontracts the below Contractor Assurance nondiscrimination statement and must include the Prompt Payment provisions provided in *Section 306 Prompt Payment*:

**Contractor Assurance:**



The contractor, sub-recipient, 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.

**306**      **PROMPT PAYMENT (√):**

**Progress Payments:** The Contractor and all subcontractors shall pay each subcontractor under this Contract for satisfactory performance of its subcontract no later than ten (10) days after its receipt of each Progress Payment from Metro.

**Final Payment to Subcontractor (Retainage):** The Contractor and all subcontractors shall pay to each subcontractor all amounts it has retained from payments under the Subcontract within ten (10) days after the Subcontractor's Work is satisfactorily completed.

- (1)      **Work Satisfactorily Completed:** Satisfactory completion of a subcontractor's work is when all the tasks called for in the subcontract have been accomplished and documented as required by Metro.
- (2)      **Delay or Postponement of Payment:** Any delay or postponement of payment beyond the ten (10) day time limit shall take place only for good cause, and only upon prior written approval of Metro.
- (3)      **Violation of Prompt Payment:** The Contractor and all subcontractors shall comply with all other prompt payment requirements in the Contract. Any violation of the prompt payment provision shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

The Contractor is required to incorporate the Prompt Payment Clause, set forth above, in all subcontract, broker, dealer, vendor, supplier or other source agreements or Purchase Orders issued to both DBE and Non-DBE firms

**307**      **TERMINATION OR SUBSTITUTION OF A DBE FIRM (√) :** The Contractor and all subcontractors (all tiers) shall notify Metro in writing prior to terminating or substituting a DBE firm. The Contractor and all Subcontractors shall comply with Public Contract Code, Section 4107 when requesting substitution of a DBE firm. When substituting a DBE firm, the Contractor or Subcontractor will be encouraged to replace the DBE firm with another DBE firm. The Contractor and all Subcontractors shall comply with all other substitution requirements in the contract.

**308**      **AFFIRMATIVE ACTION NON-DISCRIMINATION PLAN (√)**: The Contractor is required to submit a copy of its Affirmative Action Non-Discrimination Plan within fourteen (14) days after contract award.

## **SECTION 400    FAIR AND REASONABLE TREATMENT OF SUBCONTRACTORS**

**400**      **OPPORTUNITY TO PERFORM:** The Contractor is encouraged to ensure that DBEs are given every reasonable opportunity to successfully perform their contract responsibilities. These efforts may include, but are not limited to, the following:

1. Negotiate in good faith to attempt to finalize subcontract and supply agreements with DBEs listed in its bid.
2. 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.
3. During the life of the contract, the Contractor is encouraged to inform Metro's Diversity and Economic Opportunity Department (DEOD), of any problems anticipated or concerns regarding the utilization of DBEs or the Contractor's efforts to achieve its DALP.

**END OF SECTION**

## **SECTION 2 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS**

### **1.0 POLICY**

The Los Angeles County Metropolitan Transportation Authority (Metro) will not do business with any employer who discriminates on the basis of: race; sex; color; religion; ancestry; national origin; marital status; age (over 40); disability (including AIDS, and cancer-related medical condition) or covered veteran status.

### **2.0 IMPLEMENTATION**

Metro has adopted the Construction Industry Compliance Program procedures for compliance reviews of construction contractors and subcontractors including those involved in federally assisted construction to determine whether they are complying with requirements prohibiting discrimination and requiring affirmative action to ensure equal employment opportunity without regard to race, color, religion, national origin, sex, disability, or covered veteran status.

- 2.1 Any Contractor who is performing work financed in whole or in part by an agency of the federal government, whether on a project sponsored by Metro or another agency, may follow the federal regulations which implement Executive Order 11246.
- 2.2 The Diversity and Economic Opportunity Department is responsible for implementing the Equal Employment Opportunity program. This office shall collect all reports and related information, and conduct all monitoring and enforcement activities as outlined in the regulations. Any Contractor who is performing work as described in paragraph B of this Section is also required to submit reports and related information to the regional office of the U.S. Department of Labor Employment Standards Administration, Office of Federal Contract Compliance Program (OFCCP).
- 2.3 A Contractor is covered under Executive Order if the contract exceeds \$ 10,000 and Section 503 if the amount is more than \$2,500; and under 38 U.S.C. 4212 if the amount exceeds \$10,000 or more. Federal Assisted construction contracts and subcontracts in excess of \$10,000 are covered under Executive Order 11246 only and not under 503 or 38 U.S.C. 4212. Contractors meeting the threshold criteria in this paragraph are required to include the following clause in their contract:
  - A. During the performance of this Contract, the Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of: race; sex; color; religion; ancestry; national origin; marital status; age (over 40); or, disability (including AIDS, and cancer-related medical condition). Contractors and Subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) The applicable regulations of the Fair Employment and Housing implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its Subcontractors shall

give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- B. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under the Contract.

### **3.0 NONCOMPLIANCE**

The Diversity and Economic Opportunity Department determine violations of nondiscrimination and compliance requirements and recommend possible remedies. In the event of noncompliance by an Metro Contractor or Subcontractor, the Diversity Economic Opportunity Department will inform the Prime and Contract Administrator of such finding. Metro may pursue such remedies as it deems appropriate, including cancellation, termination or suspension of the Contract, declaring the Contractor ineligible to bid on future contracts for a specified period of time, or such other sanctions which shall take into account the severity of the violation or violations.

### **4.0 EQUAL EMPLOYMENT OPPORTUNITY**

4.1 The Contractor shall not discriminate against any employee or applicant for employment because of: race; sex; color; religion; ancestry; national origin; marital status; age (over 40); or, disability (including AIDS, and cancer-related medical condition). The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during their 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). Such actions shall include but not be limited to the following: employment, upgrading, demotion, and transfer; recruitment and recruitment advertising; layoff and termination; rates of pay and other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post notices to be provided, setting forth the conditions of this Section, in conspicuous places available to employees and applicants for employment. The Contractor shall insert a similar condition in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

4.2 The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration 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).

4.3 The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided, advising the said labor union or workers' representatives of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4.4 The Contractor shall comply with all provisions of Executive Order 11246, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

4.5 The Contractor shall furnish information and reports required by Executive Order 11246, as amended, and by rules, regulations, and orders of the Secretary of Labor or pursuant

thereto and shall permit access to its books, records and accounts by Metro and the Secretary of Labor, for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

4.6 In the event of the Contractor's noncompliance with the nondiscrimination conditions of the Contract or with any of the said rules, regulations, or orders, the Contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts, in accordance with procedures authorized in Executive Order 11246, as amended; and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

4.7 The Contractor shall include the conditions of this Section in every subcontract of any tier or purchase order, unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive Order 11246, as amended, so that such conditions shall be binding upon each Subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as Metro may direct, as a means of enforcing such conditions, including sanctions for noncompliance, provided, however, that, if a Contractor becomes involved in or is threatened with litigation with a Subcontractor or vendor as a result of such direction by Metro the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## 5.0 AFFIRMATIVE ACTION REQUIREMENTS AND EQUAL EMPLOYMENT OPPORTUNITY

5.1 Requirements for Affirmative Action to Ensure Equal Employment Opportunity pursuant to Executive Order 11246, as amended, apply to this Contract.

5.2 The Contractor shall comply with the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth herein.

5.3 The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the Los Angeles County Area are as follows:

### A. Goals and Timetables for Female Participation.

TIMETABLE	TRADE GOAL
From April 7, 1978 extended indefinitely	All 6.9%

B. Goals and Timetables for Minority Participation.

TIMETABLE	TRADE GOAL
Until further notice by the Office of Federal Contract Compliance Programs (OFCCP)	All 28.3%

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside the covered area, it shall apply the goals established for such geographical area where the work is generally performed. With regard to this second area, the Contractor is also subject to the goals for both its federally involved and non-federally involved construction.

5.4 The Contractor's compliance with Executive Order 11246, the regulations in 41 CFR Part 60-4, and Metro's Equal Employment Opportunity Policy shall be based on its implementation of this Section, specific affirmative action obligations set forth in 41 CFR 60-4.3 (a) and its efforts to meet the goals established for the Los Angeles County geographical area where the Work is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor must demonstrate a good faith effort to employ minority persons and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goal shall be a violation of the Contract, Executive Order 11246, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

5.5 The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days after award of any construction subcontract in excess of ten thousand dollars (\$10,000) at any tier for construction work under the Contract. The notification shall list the name, address, and telephone number of each subcontractor and employer identification number; estimated dollar amount of subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

5.6 As used in the Contract, the "covered area" (or otherwise termed the "Work") is the area of jurisdiction of the Los Angeles Building and Construction Trades Council.

**6.0 STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS**

Pursuant to 41 CFR 60-4.3 (a) and Metro's policy as follows:

6.1 As used in this Manual:

A. "Covered area," (or otherwise termed the, "Work") means the area of jurisdiction of the Los Angeles Building and Construction Trades Council.

- B. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, and any person to whom the Director delegates authority.
- C. "Employer Identification Number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, United States Treasury Department Form 941.
- D. "Minority" includes:
  - 1. Black (all persons having origins in any of the Black African racial groups not of Hispanic origins);
  - 2. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
  - 3. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, South-East Asia, the Indian Subcontinent, or the Pacific Islands); and
  - 4. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

6.2 Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the Work involving any construction trade, it shall include in each subcontract in excess of ten thousand dollars (\$10,000) the provisions of these specifications and the notice which contains the applicable goals, for minority and female participation and which is set forth in this Contract.

6.3 If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the Covered Area either individually or through an association, its affirmative action obligations on all work in the Plan Area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall, "Good Faith," performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse the failure by any covered Contractor or Subcontractor to make "Good Faith" efforts to achieve the Plan goals and timetables.

6.4 The Contractor shall implement the specific affirmative action standards provided in the Section entitled AFFIRMATIVE ACTION REQUIREMENTS - EQUAL EMPLOYMENT OPPORTUNITY, paragraphs A through F, herein. The goals set forth in this Contract are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress towards its goals in each craft during the period specified.

- 6.5 Neither the provisions of any collective bargaining agreement, nor the failure by a union, with whom the Contractor has a collective bargaining agreement, to refer either minority persons or women shall excuse the obligations of the Contractor under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- 6.6 In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, each individual must be an employee of the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
- 6.7 The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these actions fully and implement affirmative action steps at least as extensive as the following:
- A. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - B. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority, and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - C. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a Union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the Union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore; along with whatever additional actions the Contractor may have taken.
  - D. Provide immediate written notification to Metro's Office of Small Business Diversity and Labor Compliance and OFCCP's Director when the Union or Unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - E. Develop on-the-job training opportunities and/or participate in training programs for the area that expressly includes minority persons and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's



employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under this Section, paragraph G, subparagraph 3.

- F. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- G. Review, at least annually, the Contractor's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- H. Disseminate the Contractor's EEO Policy externally by including it in any advertising in the news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- I. Direct its recruitment efforts both oral and written, to minority, female and community organizations, to schools with minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- J. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- K. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- L. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for such opportunities, through appropriate training, etc.
- M. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- N. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- O. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- P. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

6.8 Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations as identified in the Section entitled AFFIRMATIVE ACTION REQUIREMENTS - EQUAL EMPLOYMENT OPPORTUNITY, paragraphs A through F, herein. The efforts of a Contractor association, joint Contractor-union, Contractor-community, or similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations as identified in the Section entitled AFFIRMATIVE ACTION REQUIREMENTS - EQUAL EMPLOYMENT OPPORTUNITY, paragraphs A through F, herein, provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minority persons and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and a failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

6.9 A single goal for minority persons and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under-utilized).

#### 6.10

The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of: race; sex; color; religion; ancestry; national origin; marital status; age (over 40); or, disability (including AIDS, and cancer-related medical condition).

#### 6.11

The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246, as amended by Executive order 11375.

#### 6.12

The Contractor shall carry out such sanctions and for violation of these specifications and of the Equal Opportunity Article, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

#### 6.13

The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in the Section entitled AFFIRMATIVE ACTION REQUIREMENTS - EQUAL EMPLOYMENT OPPORTUNITY herein, so as to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

#### 6.14

The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade rate of pay, and locations at which the work was performed. (Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.)

Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

### **7.0 NONCOMPLIANCE**

Failure to carry out the requirements of this Section shall constitute a breach of Contract and, after notification to the US Department of Transportation, may result in termination of the Contract by Metro or imposition of other appropriate sanctions. This notice is given pursuant to 49 CFR 23.43(c).

END OF SECTION 2.0

## **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): Additions, deletions or other revisions to the Work within the general scope of the Contract. Changed Work must be directed by Metro by a Change Order or agreed to by the parties in an Amendment or other Modification. 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.

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 Contractor's successors, assigns, employees, officers, Contractor's Representatives, and agents. In 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:

Metro's list of Certified Firms which is used by Metro and its contractors to identify potential DBE/MWBE/SBE primes, subcontractors and suppliers.

Disadvantaged Business Enterprise (DBE):

A DBE firm is one that has demonstrated to a DBE certifying authority, by a preponderance of the evidence, that it meets the requirements of Subpart D of 49 CFR Part 26 concerning group membership or individual disadvantage, business size, ownership and control. It is a firm that is:

- (1) Owned either by members of designated groups identified in §26.67(a) which are rebuttably presumed to be socially and economically disadvantaged or by individuals who can prove to the certifying authority, by a preponderance of the evidence, that they are socially and economically disadvantaged within the guidance of Appendix E of 49 CFR Part 26; including proof that their Personal Net Worth (excluding interest in primary residence or applicant business) is less than \$750,000;
- (2) An existing small business as defined by SBA standards found at 13 CFR Part 121, appropriate to the type of work the firm seeks to perform in DOT-assisted contracts and has

had average annual gross receipts as defined by SBA regulations found at 13 CFR 121.402 over the previous three years, not in excess of \$19.57 million.

- (3) 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 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals;
- (4) An independent business whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it;
- (5) An organization in business to make a profit; and
- (6) In compliance with other rules affecting certification set forth at §26.73

Disadvantaged Business Enterprise Anticipated Levels of Participation (DALP)

The level of DBE participation the Contractor listed in its Bid in which it will strive to achieve by providing DBE firms a maximum opportunity to perform during the performance of the Contract. The Contractor has no contractual obligation to meet the DALP.

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.

FTA:

Federal Transit Administration, an agency 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 18 mile subway system with multi-car trains, steel rails and at least 16 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 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 - DIVERSITY AND ECONOMIC OPPORTUNITY MANUAL (FEDERAL)  
SUBMITTAL FORMS**



(Please Print or Type)



**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
SUMMARY OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUBCONTRACTORS PAID REPORT - DALP**  
Reporting Period (Month/Year): \_\_\_\_\_

1) Project Name:		2) Report No.:		3) Prime:	
4) Project Location:		5) Contract No.:		6) Prepared by:	
7) Prime Contractor:		8) Original Award Amount:		9) Area Code/Phone #:	
10) Address:		11) Relevant Contract Value:		12) Email Address:	
13) City, State, Zip:		14) Current Contract Value		15) Contact Person:	
16) Contract Award Date:		17) Metro Payment this month:		18) Area Code/Phone #:	
19) DBE Anticipated Level of Participation (DALP) %:		20) Total \$ Paid-to-date to Prime		21) Signature:	
22) % of Project Complete:		23) Date of last progress payment rec'd from Metro:		24) Title:	

25) DBE SUBCONTRACTORS/SUPPLIERS	26) DOLLARS PAID THIS MONTH	27) DOLLAR AMOUNT PAID TO DATE	28) SCOPE OF WORK COMPLETED FOR DOLLARS PAID THIS MONTH	29) LISTED PROJECT SCOPE	30) ORIGINAL LISTED DOLLAR AMOUNT	31) DOLLAR +/- RESULTING FROM CHANGE ORDER ACTIVITY
NAME						
ADDRESS						
(Area Code) Phone						
CONTACT:						
SUBCONTRACTOR/SUPPLIER #1						
NAME						
ADDRESS						
(Area Code) Phone						
CONTACT:						
SUBCONTRACTOR/SUPPLIER #2						
NAME						
ADDRESS						
(Area Code) Phone						
CONTACT:						
SUBCONTRACTOR/SUPPLIER #3						
NAME						
ADDRESS						
(Area Code) Phone						
CONTACT:						
SUBCONTRACTOR/SUPPLIER #4						

**Special Instructions:** The Prime is required to make prompt payment of all monies due and owed to DBE and non-DBE firms within 10 business days upon receipt of payment from Metro as per contract agreement and Prompt Payment Act. Payment of retention shall be made to all DBE and non-DBE subcontractors within 10 days after satisfactory completion of the subcontracted work. The Form 103 is due to Metro by the 15<sup>th</sup> of each month and should reflect all payments made to subs through the last day of the previous month. The Prime is required to report monthly, even if the sub(s) did not perform any work for the previous month. Please forward signed original documents by e-mail and/or fax. Always mail the original each month to: Metro, One Gateway Plaza, Los Angeles, 90012-2952 – ATTENTION: \_\_\_\_\_ (99-13-02)



**MONTHLY EMPLOYMENT UTILIZATION REPORT**

**U. S. Department of Labor**

Employment Standards Administration  
Office of Federal Contract Compliance Program

This report is required by Executive Order 11246, Sec. 203. Failure to report can result in contracts being cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts.

1. Covered area: \_\_\_\_\_ 2. Employer's I.D. # \_\_\_\_\_ OMB No. 1215-0163 Expires: \_\_\_\_\_

3. Current Goals: Minority: 28.3% Female: 6.9% 4. Reporting period From: \_\_\_\_\_ To: \_\_\_\_\_ Name and Location of Contractor \_\_\_\_\_ Federal Funding Agency \_\_\_\_\_

Project Name and Number \_\_\_\_\_ Location of Project \_\_\_\_\_

6. TOTAL FEDERAL & NON-FEDERAL CONSTRUCTION WORK HOURS																	
Construction Trade	Classification	6a. Total All Employees By Trade		6b. Black (Not of Hispanic Origin)		6c. Hispanic		6d. Asian or Pacific Islander		6e. American Indian or Alaskan Native		7. Minority Percentage	8. Female Percentage	9. Total Number of Employees		10. Total Number of Minority Employees	
		M	F	M	F	M	F	M	F	M	F			M	F	M	F
	Journey workers																
	Apprentices																
	Trainees																
	Subtotal																
	Journey workers																
	Apprentices																
	Trainees																
	Subtotal																
	Journey workers																
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	Subtotal																
	Journey workers																
	Apprentices																
	Trainees																
	Subtotal																
	Total Journey workers																
	Total apprentices																
	Total Trainees																
	Grand Total																

11. Company Official's Signature & Title \_\_\_\_\_ 12. Area Code & Phone Number \_\_\_\_\_ 13. Date Signed \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

## **SECTION 3 – BID/PROPOSAL DOCUMENTS**

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## 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.

#### **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

### D100 DBE PROGRAM

**D100** **FEDERAL OBLIGATION:** The Los Angeles County Metropolitan Transportation Authority (Metro), as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 Code of Federal Regulation (CFR) Part 26, as amended, concerning the utilization of Disadvantaged Business Enterprises (DBE) applies to this contract.

**D101** **METRO POLICY STATEMENT:** Metro has established a DBE Program in accordance with 49 CFR Part 26. It is the policy of Metro to implement the following steps in the administration of its program to ensure DBEs have an equal opportunity to receive and participate on Metro DOT-assisted contracts:

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 the 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 marketplace outside the DBE program.

**D102** **INTERPRETATION:** Any conflict, error, omission or ambiguity which may arise between these instructions and the federal regulations or Metro's DBE Program shall be resolved first in favor of the federal regulation and second Metro's DBE program.

**D103** **METRO OVERALL DBE GOAL:** As a requirement of compliance 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 neutral measures. Metro supports the use of 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 forces. To ascertain whether the overall DBE goal is being achieved, Metro will track the dollar amount paid to all certified DBE firms performing work called for in this contract that is eligible to be credited toward Metro's overall goal.

**D200 DBE PARTICIPATION**

**D200 DBE PARTICIPATION FOR THIS CONTRACT:** This contract may include a DBE Anticipated Level of Participation (DALP) percentage established by Metro. If established, the DALP is listed in the “Letter of Invitation Supplement (Federal Funding)” of this solicitation document. The DALP is established when Metro has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE firms. This determination is based on an assessment of the type of work and the availability of DBE firms ready, willing and able to do a part of the work.

**D201 ACHIEVEMENT OF DALP PERCENTAGE:** Bidders and Proposers are advised that if a DALP percentage is established for this contract, obtaining the DALP percentage is encouraged but is not a condition of award nor an issue of responsiveness. Notwithstanding, Bidders/Proposers are strongly encouraged to obtain DBE participation at the established percentage. If a DALP percentage is not established for this contract, Bidders and Proposers are encouraged to utilize DBE firms when opportunities are available. DALP participation listed in the Bid or Proposal will be listed in the executed contract as the DALP percentage the Contractor will strive to achieve during the performance of the contract.

**D202 CONTRACTOR ASSURANCE:** The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor:

The contractor, subrecipient 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 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.

**D203 DBE INFORMATION:** Bidders and Proposers shall be informed of the following:

1. A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto;
2. 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;
3. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest;
4. A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work;
5. DBE firms must be certified by the California Unified Certification Program (CUCP). See Section D600 DBE Certification Requirements.

**D204**      **RECOMMENDED DBE OUTREACH:** Bidders and Proposers are encouraged to outreach to DBE firms in all available subcontract work categories identified for this contract. The following are recommended outreach efforts the Bidder/Proposer can undertake to provide maximum opportunities to DBE firms include the following:

1. Solicit certified DBE firms that have the capability to perform the work of the contract through all available means (e.g. attendance at pre-bid meetings, advertising and/or written notices). Provide sufficient time for DBE firms to respond and take appropriate steps to follow-up initial solicitations.
2. Select portions of work to be performed by DBE firms in order to obtain DBE participation, which may include breaking out contract work items into economically feasible units to facilitate DBE participation even when the Bidder/Proposer might otherwise prefer to perform these work items with its own work forces.
3. Provide interested DBE firms with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist with response to a solicitation.
4. Negotiate in good faith with DBE firms.
5. Make efforts to assist interested DBE firms in obtaining lines of credit or insurance as required for the contract.
6. Effectively use the services of available minority/women business organizations and other business assistance offices to provide assistance in the recruitment of DBE firms.

**D205**      **REPLACEMENT OF A DBE FIRM:** If a Bidder or Proposer list a DBE firm, which is denied prequalification, the Bidder or Proposer may replace the DBE firm with another subcontractor. The Bidder or Proposer is encouraged to replace the DBE firm with another DBE firm. The Bidder or Proposer shall notify Metro in writing prior to such replacement.

**D300**      **CALCULATING AND COUNTING DBE PARTICIPATION**

**D300**      **CALCULATING DBE PARTICIPATION:** Metro is only able to count toward the achievement of the overall goal and the DALP percentage the value of payments made for work actually performed by DBE firms. There will be no credit for work performed by a non-DBE prime or subcontractor. DBE participation listed in the Bid or Proposal must comply with the provisions of this section.

**D301**      **COMMERCIAL USEFUL FUNCTION:** A DBE must perform a commercially useful function (CUF) on the contract to be counted. A commercially useful function is performed when the DBE is responsible for the execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. A DBE prime or subcontractor 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.

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.

1. **DBE as the Prime Contractor:** 100% DALP credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE prime subcontracts to a non-DBE firm does not count toward the DALP.
2. **DBE as a Joint Venture Contractor:** 100% DALP 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.
3. **DBE as a Subcontractor:** 100% DALP 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 DBE DALP.
4. **DBE as a Material Supplier or Broker:**
  - a) 60% DALP credit for the cost of the materials or supplies purchased from a DBE regular dealer.
  - b) 100% DALP credit for the cost of materials or supplies obtained from a DBE manufacturer.
  - c) 100% DALP 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% DALP 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. DALP 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.

**D400 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.

**D500 DBE FORMS**

**DBE SUBMITTALS:** The awarding Contractor will be required to complete DBE Forms for any listed DALP participation in the performance of the Contract. The Contractor will be notified of such submittals prior to contract award.

**D600 CERTIFICATION CONSIDERATIONS IN BID & PROPOSAL PREPARATION**

**D600 CERTIFICATION IS GOVERNED BY FEDERAL REGULATIONS**

Only firms certified as eligible DBE's may participate in the DBE Program. Metro has a responsibility to ensure that the only firms who participate in Metro's DBE program are those certified as eligible DBE's under federal regulations, 49 CFR Part 26, and



13 CFR Part 121. Certification as a DBE means the firm has followed the procedures and met the standards described in the federal regulations.

Effective January 1, 2002, Federal Regulations established the Unified Certification Program (UCP) in California. Metro is an active participant. This program follows the same federal regulations, identified above, as does Metro in its capacity as a certifying member of the UCP when processing applications for DBE certification.

**D601 AGENCIES GRANTING DBE CERTIFICATION**

DBE businesses must identify the agency that granted them DBE certification and issued them their certification letter. Certifications prior to January 1, 2002 may be recognized by Metro from: Metro, the City of Los Angeles, Caltrans (with the condition that Caltrans concluded an "On-Site" visit), the RTCC, & the SBA Division of Program Certification and Eligibility (DPCE), 8(a) Business Development Program. Effective January 1, 2002, most such certifications were merged into the California Unified Certification Program (UCP). Metro is a participant in the UCP and recognizes UCP certification, subject to verification, on a case-by-case basis.

**D602 VERIFY THAT DBE CERTIFICATION IS CURRENT**

Each business represented as a DBE certified business must be verified as a current active participant in the DBE program prior to the date of bid opening or proposal submittal. DBE Certification is granted for a period of three years and verified annually. A business could be an active in the DBE program, one that was certified with in the last three years. Or a business could be an inactive in the DBE program, one certified more than three years ago but which failed to re-certify after the expiration of each cycle of three-year certification periods. A business could also be active in the DBE program, but not current, meaning it has been certified within the last three years, but its owners may have failed to provide Metro or the UCP with the annual affidavits and reports required to maintain its DBE status. A business that is a DBE will be both active in its certification cycle and current in its affidavit filing and reporting responsibilities. It is only those businesses that are eligible to participate in the program and only those businesses that will count toward the achievement of DBE contract goals

Contractors wishing to confirm the DBE certification status of candidate DBE firms should contact the California Department of Transportation (Caltrans). A list of UCP certified firms will be posted to a link listed on the Caltrans website at [www.dot.ca.gov](http://www.dot.ca.gov). If the website is not active or if the firm is not listed, contractors should contact the agency that issued the DBE certification letter. Verify the agency is a member of the California Unified Certification Program (UCP). If so, ask whether the business is a valid DBE. Contractors should keep a detailed record of these telephone calls, including the name of the person at the agency who confirmed the DBE certification.

Requests for verification of a firm's DBE certification status, granted by Metro, can be sent by fax to (213) 922-7660. This is the Metro Diversity and Economic Opportunity Department's fax number. It is recommended that verification be made within 72 hours of the bid/proposal due date. For information or questions concerning certification, call the Metro Certification Hotline at (213) 922-2600. Metro will

independently verify the certification status of each candidate business representing itself as a DBE.

**D603** Submit a copy of the current certification letter from each DBE subcontractor or source issued to that firm by their certifying authority. The successful Bidder is encouraged to submit a copy of this certification letter with requested DBE forms prior to contract award. The letter is needed for verification purposes.

**D604 CERTIFICATION IS PROTECTED AND ENFORCED WITH FEDERAL REMEDIES**

a) Suspension or debarment proceedings may be initiated by the DOT against any firm:

1. That attempts to participate in a DOT-assisted program as a DBE if the firm does not meet the eligibility criteria stated in the Certification Standards for DBE programs and if it attempts to participate on the basis of false, fraudulent or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty.
2. That in order to meet DBE contract goals or other DBE program requirements uses or attempts to use on the basis of false, fraudulent or deceitful statements or representations, another firm that does not meet the DBE eligibility criteria stated in the certification standards.

b) In either case the 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.

c) While the DOT may consider a purported DBE firm was certified by a valid certification authority, certification does not preclude the DOT from determining that the purported DBE or another firm that has used or attempted to use the purported DBE to meet DBE goals should be suspended or debarred.

**D605 HOW DBE CERTIFICATION IS AWARDED TO SUCCESSFUL APPLICANTS**

This is an overview of DBE Certification to help inform those preparing bids or proposals. It is not intended to be an in-depth description of DBE certification standards. If your business is not a certified DBE, do not presume your business is eligible or ineligible based on this brief description.

**D606 CERTIFICATION INSTRUCTIONS DESCRIBE STANDARDS & PROCEDURES**

Metro and the UCP follow the standards and procedures defined by 49 CFR Part D to determine whether an applicant is eligible for DBE certification.

These standards and procedures are described in detail in the Certification Instructions, provided with the Application for Certification, at Diversity and Economic Opportunity Department. Interested individuals or companies will start the process by obtaining a copy of the DBE Application and DBE Certification Instructions at Metro's Diversity and Economic Opportunity Department.

**D607 DBE CERTIFICATION STANDARDS**

Each applicant for DBE certification must prove to the certification authority, by a preponderance of the evidence, that the applicant meets the criteria of the federal regulations concerning group membership, (or individual disadvantage), business size, ownership and control.

**D608 AN ELIGIBLE DBE FIRM IS AN SBA DEFINED, “SMALL BUSINESS”**

An eligible DBE firm, including its affiliates, must be an existing small business, defined by Small Business Administration (SBA) standards (found in federal regulations at 13 CFR part 121,) appropriate to the type of work that the firm seeks to perform on the DOT-assisted contract. Further, the applicant firm can only be an eligible DBE in any Federal fiscal year if the firm, including its affiliates, has had average gross receipts over the previous three years of less than \$19.57 million. The Secretary of Transportation adjusts this amount for inflation from time to time.

**D609 DBE OWNERS MUST BE SOCIALLY AND ECONOMICALLY DISADVANTAGED**

Certain groups found by the Small Business Administration (SBA) to be disadvantaged are rebuttably presumed to be socially and economically disadvantaged. Certifications with respect to social and economic disadvantage, including signed notarized 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 \$750,000 the individual’s presumption of economic disadvantage is rebutted and the person is not qualified to be a DBE owner.

**D610 DBE OWNERSHIP BEYOND “PRO FORMA”**

A firm’s ownership by socially and economically disadvantaged individuals must be real, substantial and continuing, going beyond pro forma ownership of the firm as reflected in merely the ownership documents.

**D611 DBE BUSINESSES MUST BE CONTROLLED BY DISADVANTAGED OWNERS**

The firm must be independent and not depend on its relationship with another firm or firms to be viable.

**D612 MORE INFORMATION IS AVAILABLE**

Businesses deemed eligible for participation in the DBE program are small, independent concerns, owned and controlled by economically disadvantaged individuals in accordance with the standards cited above. Come to the Small Business Diversity and Labor Compliance Office for more information and the necessary application materials to investigate this opportunity further. Certification requirements are more completely described in the DBE Certification Instructions available in the Metro Diversity and Economic Opportunity Department, One Gateway Plaza, Los Angeles, CA.

# 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.

One original and 5 copies of the proposal, including all submittal forms and samples, are required. The proposals 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 submitted in multiple volumes as specified below.

## 1.2 PROPOSAL CONTENT

The proposal shall have the following components and shall be laid out in the format exactly as shown here:

### **VOLUME I**

**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.

**EXECUTIVE SUMMARY** (maximum of 1 page)

### **PRIME CONTRACTOR'S SKILL AND EXPERIENCE**

Discuss the degree of corporate skill in similar projects or contracts demonstrating at least 5 years of experience in the printing industry. List the major projects your firm has managed within the last 3 years. Discuss years of experience in postscript output – a minimum of five years experience is required.

Define parameters for submitting artwork.

Discuss the volume of printing business completed by the firm on a regular basis and explain how Metro's deadlines for bids and completed work will be met.

Discuss staffing size and experience and provide names and contact information for key personnel to completing work for Metro. This should include, but not be limited to, name and contact information of person accepting bid document, name and contact information of key operators for press checks and shipping of projects, and name and contact information of key management personnel available for assistance 24 hours a day, 7 days a week.

Present minimum of 3 references with current contact information including email addresses. Metro is not responsible for locating references or requesting additional names.

## **UNDERSTANDING OF THE WORK AND APPROACH**

Explain the Firm's understanding of the Metro's requirements. Discuss customer service system. Discuss available delivery/pickup system. Provide e-mail and FTP addresses.

Provide list of available equipment, including presses and bindery equipment. Include pre-press and digital imaging capabilities, including firm's version of Postscript RIP. Provide a list of software that is supported and used by firm. Provide a list of postscript fonts available. Provide listing of resolution output capabilities. Provide list and discussion of digital and conventional proofing capabilities, including equipment used. A list of required equipment or equivalent is provided below.

### Minimum Equipment List

40 inch, 6 color printing press  
Electronic Digital Pre-press  
Contract color proofing system  
FTP site or equivalent for uploading large files  
In house folding and binding services

**SAMPLES** (NOTE: Samples are to be included in EACH of the original and 5 copies of proposals submitted. Samples are to be folded, inserted or attached to the original proposal documents and to each copy submitted.) Discuss and label which machines are used to create each sample.

Provide samples of 4 color printed pieces produced from firm's equipment.  
Provide samples of 2 color printed pieces produced from firm's equipment.  
Provide 1 sample larger than 26" by 38" produced from firm's equipment.  
Provide 1 sample of label that will be used on firm's delivered projects.

## **VOLUME II CERTIFICATION FORMS**

## **VOLUME III COST PROPOSAL**

Provide firm's printed rate sheet.

The Proposers Price Proposal is based on an actual job and must be completed as part of the proposal. (See Pricing Sheet II, Section 5.)

# EVALUATION CRITERIA

Any proposals resulting from this RFP will be evaluated according to the following criteria and associated weights. Technical evaluation is significantly more important than pricing as pricing will be used to determine the award of the individual jobs. Sub-criteria are equally weighted.

## MINIMUM QUALIFICATIONS:

Minimum qualifications are requirements that must be met without exception. Proposals that do not pass minimum qualifications will not be given further consideration, regardless of price or other factors. Metro reserves the right to make site visits prior to award of contracts to inspect equipment and facilities but may evaluate on the basis of the proposal submitted.

1. Vendor must have maintained the printing business for five years or more. **Pass/Fail**
2. Vendor must have the following list of equipment or equivalent in daily use. **Pass/Fail**

### Minimum Equipment List

40 inch, 6 color printing press  
Electronic Digital Pre-press  
Contract color proofing system  
FTP site for uploading large files  
In house folding and binding services

## 1. DEGREE OF THE PRIME'S SKILLS AND EXPERIENCE **35%**

- Record of satisfactory past performance based on reference checks.
- Record of management of similar contracts or high volume of short deadline projects.
- Ease of submitting artwork - compatible software, FTP site identified.
- Satisfactory pickup and delivery system available. System supports expedited deliveries.

## 2. UNDERSTANDING OF WORK AND APPROPRIATENESS OF APPROACH FOR IMPLEMENTATION **35%**

- Thoroughness in explaining how Metro's SOW will be accomplished and how deadlines will be met – including trapping and customer service.
- Satisfactory Samples.
- Proposer's rate sheet provided as required in the submittal requirements.

## 3. COST PROPOSAL **30%**

The Cost Proposal Pricing Sheets (See Section 5) will be factored into the Proposer's final evaluation score in the following manner:

$$\text{Proposer Cost Score} = \frac{\text{Lowest Cost Proposed}}{\text{Proposer's Cost}} \times \text{Technical Points Allocated}$$

## **SECTION 4 – PRE-QUALIFICATION DOCUMENTS**

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**Metro<sup>®</sup>**

**Los Angeles County  
Metropolitan Transportation Authority  
CONTRACTOR PRE-QUALIFICATION APPLICATION**

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**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 99-21-3  
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.**





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

~~~~~  
Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
by \_\_\_\_\_,  Personally known to me, or  Proved to me on the basis of  
satisfactory evidence to be the person who appeared before me.

Place Notary Seal Above \_\_\_\_\_  
Signature of Notary Public

**NOTICE TO APPLICANTS**

A material false statement, omission or fraudulent inducement made in connection with this pre-qualification application is sufficient cause for denial of the application or revocation of a prior approval, thereby precluding the applicant Firm from doing business with, or performing work for, the LACMTA, either as a vendor, prime contractor, subcontractor, consultant or subconsultant for a period of five years. In addition, such false submission may subject the person and/or entity making the false statement to criminal charges. (Title 18 USC 1001, false statements; California Penal Code Section 132, offering altered or antedated or forged documents or records; and Section 134, preparing false documentary evidence].

NOTE: Applicant information submitted to the LACMTA in connection with pre-qualification is considered confidential. All such applicant information is confidential business information and will be afforded protection to the fullest extent permitted by law.

## **SECTION 5 – BID/PROPOSAL FORMS**

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# 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. PS127140660  
Outside Printing Bench

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 |
|--------------|-------|-------|

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|              |       |       |
|--------------|-------|-------|
| 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):

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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):

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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 \_\_\_\_\_, 200\_\_.

Notary Public: \_\_\_\_\_

My Commission expires: \_\_\_\_\_



## PRICING

The following 3 pages are actual jobs bid out by the print shop.

Please include pricing for these jobs in the proposal as indicated in the submittal requirements.

For purposes of this sample pricing, please provide explanation and breakdown of costs to include choice of paper and binding, as well as print process. State requirements for proofing - machine side or via sample and ability to make less than one week deadline. Please state what the short deadline adds to the cost of the order - if anything.

|                                                                 |  |  |  |                                  |         |
|-----------------------------------------------------------------|--|--|--|----------------------------------|---------|
| <b>Los Angeles County Metropolitan Transportation Authority</b> |  |  |  | Task Order #                     | 0       |
|                                                                 |  |  |  | Requested On:                    |         |
|                                                                 |  |  |  | Bids due by:                     |         |
| One Gateway Plaza                                               |  |  |  | Time:                            |         |
| Los Angeles, CA 90012-2932                                      |  |  |  | Project Completion/delivery due: |         |
| Rob Hartert, Printing Services Supervisor                       |  |  |  | Design Studio #                  | 00-0000 |
| (213) 922-4353                                                  |  |  |  |                                  |         |

**Contractor Name:**

*Except as otherwise expressly provided herein, the Contractor hereby agrees to perform the work described below in accordance with all the terms and conditions of the contract referenced above. The Contractor shall furnish the necessary labor and materials required by this Task Order, as described below, under the Terms and Conditions of the Contract.*

**DESCRIPTION OF SERVICES**

|                        |                                                                                                                                                                                                                                                                                       |              |                                                                                            |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------------------------------------------------------------------------------------|
| Name:                  | <b>Metro Insider take one</b>                                                                                                                                                                                                                                                         | Description: | <b>4 color process + gloss aqueous, 2 sides, full bleeds, accordion fold, distribution</b> |
| Quantity:              | <b>79,000</b>                                                                                                                                                                                                                                                                         | Cover Stock: |                                                                                            |
| Text Stock:            | <b>100# Sterling Dull Coated text</b>                                                                                                                                                                                                                                                 | Cover ink:   |                                                                                            |
| Text Ink:              | <b>4 color process + overall gloss aqueous</b>                                                                                                                                                                                                                                        | Cut Size:    |                                                                                            |
| Flat Size:             | <b>8 1/2" x 24 1/2"</b>                                                                                                                                                                                                                                                               | Fold Size:   | <b>8 1/2" x 3 1/2"</b>                                                                     |
| Fold Note:             | <b>Accordion fold</b>                                                                                                                                                                                                                                                                 |              |                                                                                            |
| Artwork:               | <b>Disk and comps provided</b>                                                                                                                                                                                                                                                        | Proofs:      | <b>Contract color proof &amp; press check required</b>                                     |
| Shipping Instructions: | <b>Break out as per provided distribution list. Carton pack, convenient bundle. Label with name of project on label + attach sample of project to each box. On boxes for operating divisions only, add "For On-Board Distribution" to each box. Return to Metro for distribution.</b> |              |                                                                                            |
| Special Instructions:  |                                                                                                                                                                                                                                                                                       |              |                                                                                            |

**TASK ORDER AMOUNT**

|                                                                        |                 |                                  |  |
|------------------------------------------------------------------------|-----------------|----------------------------------|--|
| Bid Amount:                                                            |                 | DBE Firm Name(s), if applicable: |  |
| Sales Tax:                                                             |                 |                                  |  |
| <b>Total:</b>                                                          | <b>\$0.00</b>   |                                  |  |
| <b>LACMTA APPROVAL:</b>                                                |                 | <b>DBE Participation:</b>        |  |
|                                                                        |                 | %                                |  |
| By:                                                                    |                 | Date:                            |  |
|                                                                        | Project Manager |                                  |  |
| <b>CONTRACTOR:</b>                                                     |                 |                                  |  |
| <b>I hereby acknowledge receipt and acceptance of this Task Order.</b> |                 |                                  |  |
| By:                                                                    |                 | Date:                            |  |

|                                                                                                                                                                                                                                                                                                                                                                          |                                                                                    |  |            |         |                                  |                                                                                               |  |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|--|------------|---------|----------------------------------|-----------------------------------------------------------------------------------------------|--|--|
| <b>Los Angeles County Metropolitan Transportation Authority</b>                                                                                                                                                                                                                                                                                                          |                                                                                    |  |            |         | Task Order #                     | 0                                                                                             |  |  |
|                                                                                                                                                                                                                                                                                                                                                                          |                                                                                    |  |            |         | Requested On:                    |                                                                                               |  |  |
|                                                                                                                                                                                                                                                                                                                                                                          |                                                                                    |  |            |         | Bids due by:                     |                                                                                               |  |  |
| One Gateway Plaza                                                                                                                                                                                                                                                                                                                                                        |                                                                                    |  |            |         | Time:                            |                                                                                               |  |  |
| Los Angeles, CA 90012-2932                                                                                                                                                                                                                                                                                                                                               |                                                                                    |  |            |         | Project Completion/delivery due: |                                                                                               |  |  |
| Rob Hartert, Printing Services Supervisor                                                                                                                                                                                                                                                                                                                                |                                                                                    |  |            |         | Design Studio #                  | 00-000                                                                                        |  |  |
| (213) 922-4353                                                                                                                                                                                                                                                                                                                                                           |                                                                                    |  |            |         |                                  |                                                                                               |  |  |
| <b>Contractor Name:</b>                                                                                                                                                                                                                                                                                                                                                  |                                                                                    |  |            |         |                                  |                                                                                               |  |  |
| <i>Except as otherwise expressly provided herein, the Contractor hereby agrees to perform the work described below in accordance with all the terms and conditions of the contract referenced above. The Contractor shall furnish the necessary labor and materials required by this Task Order, as described below, under the Terms and Conditions of the Contract.</i> |                                                                                    |  |            |         |                                  |                                                                                               |  |  |
| <b>DESCRIPTION OF SERVICES</b>                                                                                                                                                                                                                                                                                                                                           |                                                                                    |  |            |         |                                  |                                                                                               |  |  |
| Name:                                                                                                                                                                                                                                                                                                                                                                    | <b>TAP Operator Info Farebox Message Reference Card</b>                            |  |            |         | Description:                     | <b>4 color process + satin aqueous on front, black only (no coating) on back, full bleeds</b> |  |  |
| Quantity:                                                                                                                                                                                                                                                                                                                                                                | <b>200,000</b>                                                                     |  |            |         |                                  |                                                                                               |  |  |
| Text Stock:                                                                                                                                                                                                                                                                                                                                                              | <b>12 point coated 2 sides</b>                                                     |  |            |         | Cover Stock:                     |                                                                                               |  |  |
| Text Ink:                                                                                                                                                                                                                                                                                                                                                                | <b>Front: 4 color process + overall satin aqueous Back: Black only, NO coating</b> |  |            |         |                                  |                                                                                               |  |  |
| Flat Size:                                                                                                                                                                                                                                                                                                                                                               | <b>2" x 3 1/2"</b>                                                                 |  | Fold Size: |         |                                  | Cut Size:                                                                                     |  |  |
| Fold Note:                                                                                                                                                                                                                                                                                                                                                               | <b>none</b>                                                                        |  |            |         |                                  |                                                                                               |  |  |
| Artwork:                                                                                                                                                                                                                                                                                                                                                                 | <b>Disk and comps provided</b>                                                     |  |            | Proofs: | <b>PDF proof ok</b>              |                                                                                               |  |  |
| Shipping Instructions: <b>Box and ship entire balance to Metro</b> <b>Wrap in 250's</b> <b>Carton pack.</b> <b>Attach a sample to each box.</b>                                                                                                                                                                                                                          |                                                                                    |  |            |         |                                  |                                                                                               |  |  |
| Special Instructions:                                                                                                                                                                                                                                                                                                                                                    |                                                                                    |  |            |         |                                  |                                                                                               |  |  |
| <b>TASK ORDER AMOUNT</b>                                                                                                                                                                                                                                                                                                                                                 |                                                                                    |  |            |         |                                  |                                                                                               |  |  |
| Bid Amount:                                                                                                                                                                                                                                                                                                                                                              |                                                                                    |  |            |         | DBE Firm Name(s), if applicable: |                                                                                               |  |  |
|                                                                                                                                                                                                                                                                                                                                                                          |                                                                                    |  |            |         |                                  |                                                                                               |  |  |
| Sales Tax:                                                                                                                                                                                                                                                                                                                                                               |                                                                                    |  |            |         |                                  |                                                                                               |  |  |
|                                                                                                                                                                                                                                                                                                                                                                          |                                                                                    |  |            |         |                                  |                                                                                               |  |  |
| <b>Total:</b>                                                                                                                                                                                                                                                                                                                                                            |                                                                                    |  |            |         | <b>\$0.00</b>                    |                                                                                               |  |  |
| <b>LACMTA APPROVAL:</b>                                                                                                                                                                                                                                                                                                                                                  |                                                                                    |  |            |         | <b>DBE Participation:</b>        |                                                                                               |  |  |
|                                                                                                                                                                                                                                                                                                                                                                          |                                                                                    |  |            |         | %                                |                                                                                               |  |  |
| By:                                                                                                                                                                                                                                                                                                                                                                      |                                                                                    |  |            |         | Date:                            |                                                                                               |  |  |
| Project Manager                                                                                                                                                                                                                                                                                                                                                          |                                                                                    |  |            |         |                                  |                                                                                               |  |  |
| <b>CONTRACTOR:</b>                                                                                                                                                                                                                                                                                                                                                       |                                                                                    |  |            |         |                                  |                                                                                               |  |  |
| <b>I hereby acknowledge receipt and acceptance of this Task Order.</b>                                                                                                                                                                                                                                                                                                   |                                                                                    |  |            |         |                                  |                                                                                               |  |  |
| By:                                                                                                                                                                                                                                                                                                                                                                      |                                                                                    |  |            |         | Date:                            |                                                                                               |  |  |
|                                                                                                                                                                                                                                                                                                                                                                          |                                                                                    |  |            |         |                                  |                                                                                               |  |  |

# 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
4. County Business is located in: \_\_\_\_\_
5. Name of Contact Person: \_\_\_\_\_
6. 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: \_\_\_\_\_

## **SECTION 6 – REQUIRED CERTIFICATIONS**

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## 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? |                              |
|                                                                                                                                                                                                                                                                                             | <b>No. of Pages Attached</b> |
| 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



## 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 legitimate DBE's 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 Disadvantaged Business Enterprise Anticipated Level of Participation (DALP). The use of "fronts" and "pass through" Subcontracts to non-disadvantaged firms may constitute a criminal violation<sup>1</sup>.

**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 |
|-----------------------------|----------------------------------|-------|

<sup>1</sup> 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.

**CERTIFICATE OF COMPLIANCE WITH 49 CFR PART 655,  
PREVENTION OF ALCOHOL MISUSE AND PROHIBITED DRUG USE IN  
TRANSIT OPERATIONS**

Bidder/Proposer hereby certifies that:

**A. Anti-drug Use and Alcohol Misuse Program**

(Choose one Alternative with "X" in the box)

1.  Bidder/Proposer has established and implemented an anti-drug use and alcohol misuse program meeting the requirements on 49 CFR 655.

OR

2.  Bidder/Proposer will establish and implement an anti-drug use and alcohol misuse program meeting the requirements on 49 CFR 655 prior to contract award.

**B. Drug and Alcohol Testing Program**

(Choose one alternative with "X" in the box)

1.  To the best of my knowledge and belief the Work required under the Contract will not require the performance of "Safety Sensitive Functions" as defined in 49 CFR Part 655.

OR

2.  To the best of my knowledge and belief the Work required under the Contract will require the performance of "Safety Sensitive Functions" as defined in 49 CFR Part 655.

(If Alternative 2 was chosen, select one of the following alternatives with an "X" in the box)

- a.  Bidder/Proposer has established and implemented a drug and alcohol testing program that complies with 49 CFR Part 655.

OR

- b.  Bidder/Proposer will establish and implement a drug and alcohol testing program that will comply with 49 CFR Part 655 prior to contract award.

**C. Submittals**

Bidder/Proposer will submit its Anti-drug Use and Alcohol Misuse Program, and, if B.2 was marked above, its Drug and Alcohol Testing Program, to Metro for review and approval prior to contract award.

Bidder/Proposer: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

BIDDER/PROPOSER: \_\_\_\_\_

**BUY AMERICA CERTIFICATE  
FOR COMPLIANCE WITH TITLE 49 USC § 5323(J)(1)  
(For Procurement of Steel, Iron, or Manufactured Products)**

The Bidder/Proposer hereby certifies that it will comply with the requirements of Title 49 USC § 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_  
(Date) (City) (State)

\_\_\_\_\_  
Typewritten or Printed Name      Signature of Authorized Official      Title

**BUY AMERICA CERTIFICATE FOR NON-COMPLIANCE WITH TITLE 49 USC §. 5323(J)(1)**

The Bidder/Proposer hereby certifies that it cannot comply with the requirements of Title 49 USC § 5323(j)(1), but it may qualify for an exception pursuant to Title 49 USC § 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_  
(Date) (City) (State)

\_\_\_\_\_  
Typewritten or Printed Name      Signature of Authorized Official      Title

BIDDER/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 include 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.)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. Type of Federal Action:</p> <input type="checkbox"/> a. contract<br><input type="checkbox"/> b. grant<br><input type="checkbox"/> c. cooperative agreement<br><input type="checkbox"/> d. loan<br><input type="checkbox"/> e. loan guarantee<br><input type="checkbox"/> f. loan insurance                                                                                                                                                                                                                                                         | <p>2. Status of Federal Action:</p> <input type="checkbox"/> a. bid/offer/application<br><input type="checkbox"/> b. initial award<br><input type="checkbox"/> c. post award                                                                                                                                            | <p>3. Status of Federal Action:</p> <input type="checkbox"/> a. initial change<br><input type="checkbox"/> b. material change<br>For Material Change Only:<br>year _____ quarter _____<br>date of last report _____ |
| <p>4. Name and Address of Reporting Entity</p> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee<br><br>Tier _____, if known:<br><br>Congressional District, if known:                                                                                                                                                                                                                                                                                                                                                                  | <p>5. If Reporting Entity in No. 4 is subawardee. Enter name and Address of Prime:</p><br><br>Congressional District, if known:                                                                                                                                                                                         |                                                                                                                                                                                                                     |
| <p>6. Federal Department/Agency:</p> <p><b>Department of Transportation<br/>Federal Transit<br/>Administration</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                   | <p>7. Federal Program Name/Description:</p><br><br>CFDA Number, if applicable: _____                                                                                                                                                                                                                                    |                                                                                                                                                                                                                     |
| <p>8. Federal Action Number, if known:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <p>9. Award Amount, if known:</p> <p>\$ _____</p>                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                     |
| <p>10. a. Name and Address of Lobbying Entity<br/>(if individual, last name, first name, MI):</p><br><br>attach continuation sheet(s) SF-LLL-A if necessary                                                                                                                                                                                                                                                                                                                                                                                              | <p>b. Individuals Performing Services (including address if different from No. 10.a)<br/>(last name, first name, MI):</p><br><br>attach continuation sheet(s) SF-LLL-A if necessary                                                                                                                                     |                                                                                                                                                                                                                     |
| <p>11. Amount of Payment (check all that apply):    \$ _____    <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                     |
| <p>12. Form of Payment (check all that apply):</p> <input type="checkbox"/> a. cash<br><input type="checkbox"/> b. in-kind; specify: nature _____<br><br>value _____                                                                                                                                                                                                                                                                                                                                                                                     | <p>13. Type of Payment (check all that apply):</p> <input type="checkbox"/> a. retainer<br><input type="checkbox"/> b. one-time fee<br><input type="checkbox"/> c. commission<br><input type="checkbox"/> d. contingent fee<br><input type="checkbox"/> e. deferred<br><input type="checkbox"/> f. other; specify _____ |                                                                                                                                                                                                                     |
| <p>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:</p>                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                     |
| <p>15. Continuation Sheet(s) SF-LLL-A attached:    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p>                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                     |
| <p>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 than \$100,000 for each such failure.</p> |                                                                                                                                                                                                                                                                                                                         | <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>                                                                                                        |
| <p>Federal Use Only:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                         | <p>Authorized for Local Reproduction Standard Form - LLL</p>                                                                                                                                                        |

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

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