

Los Angeles County
Metropolitan Transportation Authority

Mobile Command Center Vehicle

IFB No. OP2610-3058

ISSUED: 12.31.12



INVITATION FOR BID NO: OP2610-3058

DEFINITE QUANTITY CONTRACT FOR:
MOBILE COMMAND CENTER VEHICLE

CRITICAL DATES

| | |
|--|--------------------------|
| Bid Issued: | December 31, 2012 |
| Phase 1 – Comments, questions and requests for approved equals due: | January 14, 2013 |
| Response to comments and questions: | January 23, 2013 |
| Phase 2 – Bid Due: | February 1, 2013 |

REQUESTS FOR EXPLANATION OR INFORMATION:

Oral or written requests for explanation or information regarding this solicitation and Phase 1, Requests for Approved Equals should be directed to:

Los Angeles County Metropolitan Transportation Authority
Procurement & Material Management Department, 9th Floor
One Gateway Plaza
Los Angeles, CA 90012-2952
Attn: James A. Nolan
Mail Stop: 99-9-1
Email: nolanj@metro.net
Fax: 213-922-1005

IMPORTANT: DO NOT ADDRESS OFFERS, MODIFICATIONS OR WITHDRAWALS TO THE ABOVE ADDRESS. THE ADDRESS DESIGNATED FOR RECEIPT OF OFFERS IS CONTAINED ELSEWHERE IN THIS SOLICITATION.

A 0% M/WBE GOAL HAS BEEN ESTABLISHED FOR THIS PROCUREMENT. THE M/WBE GOAL FOR THIS PROCUREMENT HAS BEEN WAIVED DUE TO A LACK OF SUBCONTRACTING OPPORTUNITIES. IF THE AWARDEE UTILIZES THE SERVICES OF SUBCONTRACTORS, THE AWARDEE IS EXPECTED TO AFFORD MAXIMUM OPPORTUNITIES TO M/WBE'S IN ALL SUBCONTRACTS AND SUPPLY SERVICES AREAS.

Comments, questions and requests for "approved equals" must be received no later than:

2:00 P.M., JANUARY 14, 2013 LOCAL TIME

Metro will answer all substantive questions and accept or deny all requests for "approved equals" by way of an amendment by close of business:

JANUARY 23, 2013

If an alternative product submitted during Phase 1 requires additional testing and approval, it may be accepted, but only, if in the judgment of Metro, testing or other investigation required or its lack of availability, will not delay award or performance of the Contract. If the product is rejected under this solicitation and is subsequently found to be acceptable, it will be considered in future solicitations for the same item(s).

PHASE 1 - SUBMITTALS WILL NOT BE PUBLICLY OPENED

PHASE 2 - BIDDERS ARE TO SUBMIT A SEALED ENVELOPE CONTAINING ONE ORIGINAL AND ONE (1) COPY OF THE BID PACKAGE INCLUDING ALL REQUIRED FORMS TO:

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
ONE GATEWAY PLAZA
9TH FLOOR PROCUREMENT RECEPTIONIST
LOS ANGELES, CA 90012-2952**

NO LATER THAN 2:00 P.M., LOCAL TIME, ON FEBRUARY 1, 2013.

BIDS RECEIVED AFTER THAT EXACT TIME WILL NOT BE CONSIDERED. THE ONLY ACCEPTABLE EVIDENCE TO ESTABLISH THE TIME OF RECEIPT IS THE DATE/TIME STAMP IMPRINTED UPON THE BID PACKAGE BY THE DATE/TIME RECORDER AT THE PROCUREMENT RECEPTION DESK.

BIDS WILL BE OPENED IN PUBLIC AT THE ABOVE ADDRESS AT TIME INDICATED. AT THAT TIME ANY PERSON PRESENT SHALL HAVE THE RIGHT TO HAVE ANY PART OF THE BID READ ALOUD. METRO RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS, OR ANY ITEM OR PART THEREOF OR TO WAIVE ANY INFORMALITY IN BIDS.

A BID FOR AN ITEM NOT ACCEPTED AS AN "APPROVED EQUAL" UNDER PHASE 1 OF THIS PROCESS MAY BE REJECTED. HOWEVER, METRO RESERVES THE RIGHT TO MAKE THE DETERMINATION OF EQUALITY AT ANY TIME PRIOR TO AWARD.

ALL VERBAL MODIFICATIONS OF THIS SOLICITATION ARE VOID AND INEFFECTIVE. ONLY WRITTEN CHANGES ISSUED BY METRO'S PROCUREMENT OFFICER ARE AUTHORIZED AND BINDING.

THE "BIDDER'S STATEMENT" MUST BE SIGNED BY A DULY AUTHORIZED OFFICIAL OF THE COMPANY AND RETURNED WITH THE PHASE 2 BID DOCUMENTS IN A SEALED ENVELOPE.

UNSIGNED BIDS MAY NOT BE CONSIDERED.

THE SEALED ENVELOPE SHOULD CLEARLY IDENTIFY THE BID NAME AND NUMBER. THE NAME AND ADDRESS OF BIDDER SHOULD APPEAR IN THE UPPER LEFT HAND CORNER OF THE ENVELOPE.

DOCUMENTS TO BE SUBMITTED:

Part III – Technical Requirements

Part IV – Bid Forms

Attachment A – Bidder's Statement

– Bid Sheet

– Delivery Schedule

Attachment B – Ethics Declaration

Attachment C – Contractor Background

Attachment D – Contractor Pre-Qualification Application

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MOBILE COMMAND CENTER VEHICLE

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PART I
BID NO. OP2610-3058

CONDITIONS OF BID

1. ACCEPTANCE AND BID VALIDITY - All bids shall be valid for 90 calendar days from the date bids are opened. Metro may accept any bid within such period by written contract, purchase order or any other method it deems appropriate. No exceptions, deviations or modifications to the terms of this solicitation shall be deemed accepted other than those explicitly stated in the written contract, purchase order or other acceptance document. Should award in whole or part be delayed beyond the period of 90 days, such award shall be conditioned upon bidder's acceptance.

2. CONFLICT OF INTEREST - Bidder agrees that to his knowledge no board member, officer or employee of Metro has any interest, whether contractual, noncontractual, financial or otherwise, in this transaction, or in the business of the contracting party other than Metro, and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if such interest would not be considered a conflict of interest under Article 4 of chapter 1 of Division 4 of Title 1 (commencing with Section 1090) on Title 9, Chapter 7 (commencing with Section 87100) of the Government code of the State of California.

Metro employees, members of the Board of Directors and all Metro consultants are subject to the Metro's Code of Conduct. A copy of this document is available for review in the office of the Director, Contract Administration, One Gateway Plaza, 12th Floor, Los Angeles, CA 90012.

3. DELIVERY TIME - The terms "ASAP" or "As Required" are not sufficient for the purpose of this bid.

4. DELIVERY - ALL EQUIPMENT WILL BE DELIVERED, F.O.B. DESTINATION TO:

L.A.C.M.T.A., Division 4
7878 Telegraph Rd.
Downey, CA 90240

5. TAXES - Metro is exempt from the payment of Federal Excise and Transportation taxes, so such taxes must not be included in bid prices. Items delivered under this bid are subject to state and local sales taxes, which shall be shown separately on the bid document.

6. BASIS OF AWARD - Award will be made to the lowest responsive, responsible bidder(s). Metro reserves the right to award on an item-by-item basis, aggregate of items or the total bid, whichever is in the best interest of Metro. By submission of its Bid, Bidder agrees that its pricing shall remain firm under any of these conditions.

7. Failure of a Contractor to deliver acceptable material within the time specified or within reasonable time as interpreted by Metro's Contracting Officer, will constitute authority for Metro to purchase in the open market to replace the equipment rejected or not delivered. On all such purchases, the contractor agrees to promptly reimburse Metro for excess costs occasioned by such purchases. Metro reserves the right to remove from mailing lists for future bids for an indeterminate period, the name of any bidder for failure to accept contract, or the name of any Contractor for unsatisfactory performance.

8. PROMPT PAYMENT DISCOUNTS - Bidder must state any cash discount offered. Metro will attempt to make payment under a resulting contract within the discount period, however, terms will not be considered in computing the Bidder's price for award purposes.

9. INVOICING AND PAYMENT - The successful bidder will invoice Metro for each delivery. Invoices shall have unique invoice numbers and shall show delivery dates, location(s), quantities and packing slip numbers. Invoices shall also prominently display Metro's assigned Purchase Order or Contract number.

Two copies of each invoice are to be mailed to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P.O. Box 512296
Los Angeles, CA 90051-0296

It is Metro's policy to make payment on all correct invoices within 30 days of receipt of correct invoice unless otherwise agreed in writing. Metro does not pay interest on late payments.

NOTE: *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.*

10. EXCEPTIONS – Bid must comply in all material respects with this Invitation for Bid. Any exception taken to the provisions of this IFB may result in the bid being rejected as non-responsive. No form provisions of any bidder will be considered as part of the bid. Metro's bid specifications take precedence over the contractor's terms and conditions of sale.
11. RESPONSIBILITY CRITERIA - Bidders must be able to demonstrate that it is responsible and qualified to perform pursuant to the specifications. The standard for evaluating responsibility will be based on the following criteria:
- A. Have adequate financial resources to perform the contract.
 - B. Be able to comply with the required or proposed delivery or performance schedule.
 - C. Have a satisfactory performance record with Metro and other customers.
 - D. Have a satisfactory record of integrity and business ethics.
 - E. Have the necessary organization, manufacturing and/or distribution facilities, experience, accounting/operational controls and technical skills necessary to perform the contract. At its election, Metro may require a satisfactory demonstration of these factors as a condition for contract award and/or continue contract performance.

A bidder, if requested, must present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in the bid.

12. CALIFORNIA DEBARRED CONTRACTORS AND SUBCONTRACTORS (June 2000)

Sections 1720 et seq. Of the Labor Code and Section 6109 of the Public Contract Code apply to the Contract, and each potential Contractor and Subcontractor is responsible to be in full compliance with those laws.

If a potential contractor or subcontractor has been found by the California Labor Commissioner to be in violation of Section 1720 et seq. Of the Labor Code, in accordance with Section 1777.1 of the Labor Code the potential contractor shall be ineligible to bid or be awarded a contract or to perform work on any Metro public works project. In accordance with Section 6109 of the Public Contract Code any subcontractor who is ineligible to perform work on a public works project

pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work on any Metro public works project.

Pursuant to Section 6109(b) of the Public Contract Code, any contract on an Metro public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any Metro money for performing work as a subcontractor on a Metro public works contract, and any Metro money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to Metro. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on Metro project.

13. The Bidder understands that bidder responsiveness to the Voluntary MBE/WBE Anticipated Levels of Participation is strictly voluntary.

PART II
BID NO. OP2610-3058

CONTRACT REQUIREMENTS

- (X) Equipment Contracts
() Professional Services

The following clauses if marked with an "x" in the square provided, are incorporated herein and made part of the contract requirements. Such clauses shall also be incorporated in all subcontracts issued pursuant to this contract.

() 1. FEDERAL FUNDING

Metro acknowledges that this procurement for goods or services is funded with Federal FTA assistance.

(X) 2. GOVERNING LAW

The validity of this contract and of any of its terms and provisions, as well as the rights and duties of the parties hereunder shall be governed by the laws of the State of California.

() 3. 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.

() 4. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

A. Applicability

This Article applies to all federally funded contracts.

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.

- B. 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 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.
- C. 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.

() 5. 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 4220.1E, dated June 19, 2003 is 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 terms 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.

() 6. FLY AMERICA

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.

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 sub-recipients 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.

(X) 7. NONRESTRICTIVE CLAUSES

Wherever brand, manufacturer or product names are indicated in these specifications, they are included for the purposes of establishing identification and a general description of the item. Wherever such names appear, the term "OR APPROVED EQUAL" is considered to follow. The decision on the approved equal will be rendered by Metro.

It should be understood that specifying a brand name, components and/or equipment in this specification shall not relieve the supplier from his responsibility to produce the product in accordance with the performance warranty and contractual requirements. The supplier is responsible for notifying Metro of any inappropriate brand name, component and/or equipment that may be called for in the specifications, and to propose a suitable substitute for consideration.

(X) 8. INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

(X) 9. PROHIBITED INTERESTS

No member, officer or employee of Metro, or of a local public body, during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

To Metro's or Contractor's knowledge, no board member, officer or employee of Metro has any interest, whether contractual, noncontractual, financial or otherwise in this transaction, or in the business of the Contractor; and if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other party, even if such interest would not be considered a conflict under Article 4 of Division 4 (commencing with Section 87100) of the Government Code of the State of California.

(X) 10. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex, or national origin. Such

actions shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

() 11. CONTRACT COMPLIANCE MANUAL

Please be advised that the Contract Compliance Manual will be incorporated into any contract issued under this procurement. The Contract Compliance Manual addresses issues with respect to the DBE Program. A copy of DBE Program is available in the Diversity and Economic Opportunity Office and a copy of the Contract Compliance Manual is available by contacting the responsible Buyer or Contract Administrator.

() 12. VOLUNTARY MBE/WBE ANTICIPATED LEVELS OF PARTICIPATION

In connection with the performance of the contract, the vendor is encouraged to meet its commitments with regard to the maximum utilization of Voluntary Minority and Woman-owned Enterprises, and will use its best efforts to insure that such enterprises shall have the maximum practicable opportunity to compete for subcontract work under this contract.

"Minority and Women Business Enterprise" means a small business concern: (a) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

"Small business concern": means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Upon approval of a MBE/WBE subcontract or joint venture by Metro, the successful bidder shall enter into the approved subcontract and shall thereafter neither terminate the subcontract nor reduce the scope of the work to be performed by, or decrease the price to be paid to, the MBE/WBE or the joint venture thereunder without in each instance the prior written approval of Metro.

Where termination of a MBE/WBE subcontract or joint venture occurs, the successful bidder is encouraged to make every effort to propose and enter into an alternative subcontract for the same work to be performed with another qualified MBE/WBE for a contract price totaling not less than the contract price of the terminated subcontract. Satisfactory evidence of reasonable efforts may be furnished to Metro.

(X) 13. PAYMENTS

The Contract shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided.

Successful bidder will be required to sign up for Electronic Funds Transfer payment(s) unless a request for waiver is received in writing.

If the contract requires delivery of manuals, the Contracting Officer may retain a maximum of one percent (1%) of the contract amount until the remaining items of work are completed.

() 14. AUDIT AND INSPECTION OF RECORDS

Contractor shall permit the authorized representatives of Metro, the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all records of the Contractor relating to his performance and his subcontractors' under the contract from date of contract through and until expiration of three years after completion of contract which federal funds are used.

The final authority for determining allowability of costs shall be the Federal Acquisition Regulations (FAR) Subpart 31.2 with supplemental reference to the Federal Procurement Regulation (FPR) Subpart 1-15.2.

(X) 15. REMEDIES FOR BREACH OF CONTRACT

Metro may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

If the contract is terminated in whole or in part for default, Metro may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to Metro for any excess costs for such similar supplies or services, and shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of cause beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources insufficient time to permit the Contractor to meet the required delivery schedule.

Payment of completed supplies delivered to and accepted by Metro shall be at the contract price. Metro may withhold from amounts otherwise due the Contractor for such completed supplies such sum as the Contracting Officer determines to be necessary to protect Metro against loss because of outstanding liens or claims of former lien holders.

The rights and remedies of Metro provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(X) 16. TERMINATION

Metro may terminate this contract for default or convenience at any time by giving the Contractor written notice thereof. Upon termination for convenience, Metro shall pay the contractor his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by Metro to effect such termination determined in accordance with part 1-8.705.1 of the Federal Procurement Regulations (41 CFR 1-8) or other applicable

portion(s) of said Regulations. In addition, Metro shall pay the contractor a percentage of profit, which relates to contract work accomplished to date of termination.

If the contractor breaches the terms or violates the conditions of the contract, and does not within ten days after notice of such breach, cure such breach or violation, Metro may terminate the contract for default. The termination notice shall be effective immediately upon delivery and shall explain the nature of the termination. Contractor shall be liable, in the form of liquidated damages for any and all costs incurred by Metro as a result of such default.

() 17. LIQUIDATED DAMAGES

TIME IS OF THE ESSENCE IN THIS CONTRACT

In case all the work called for under the Contract is not completed before or upon the time limit as set forth in the specifications, damage will be sustained by Metro. It is, and will be, impracticable to determine the actual damage which Metro will sustain in the event of and by the reason of such delays; and it is therefore agreed that pursuant to Government Code Section 53069.85 the Contractor will pay Metro the sum of \$_____ for each and every working day that the project is delayed beyond the _ working days stipulated, subject to extensions granted thereto in writing. The Contractor agrees to pay such liquidated damages herein provided and, in case the same are not paid, agrees that Metro may deduct the amount from any money due or to become due the Contractor under the Contract.

The Contractor will be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering and inspection for any portion of the delay in completion of the work beyond the time named in these specifications caused by acts of God, or of the public enemy, fire, floods, epidemics quarantine, restrictions, strikes, labor disputes, shortage of materials and freight embargoes, or other causes beyond his reasonable control, provided that the Contractor shall notify the Engineer in writing of the causes of delay within 15 days from the beginning of any such delay. The Contract Administrator shall ascertain the facts and extend of the delay, and his findings thereon shall be final and conclusive. Contractor has the burden of proof that the delay was beyond his control.

() 18. OWNERSHIP OF REPORTS AND DOCUMENTS

Originals of all documents pertaining to the work performed under this agreement shall become the property of the Metro. Copies may be made for the consultant's records but shall not be furnished to others without written authorization from the Metro.

() 19. MAINTENANCE OF RECORDS

The Contractor agrees to keep and maintain records showing actual time devoted and all costs incurred in the execution of the agreement for a period of three (3) years from the accepted completion date.

(X) 20. ASSIGNMENT

Neither Metro nor Contractor shall assign its interest in this agreement without prior consent of the other party.

(X) 21. SUBCONTRACTOR APPROVAL

Unless prior written consent from Metro is obtained, only those people and subcontractor's proposal shall be used in the performance of this agreement.

(X) 22. INELIGIBLE CONTRACTORS

A contract cannot be awarded to any vendor that is on the United States Comptroller General's list of ineligible contractors. Fill in the attached form if your firm IS NOT on the ineligible list.

(X) 23. CONTRACT CHANGES

Modification of this contract shall be accomplished only through written contract amendments executed by a duly authorized representative of Metro.

Metro's representative may, however, at any time, and by written order, without notice to the sureties, make changes, within the general scope of this contract, in any one or more of the following: (1) Drawings, designs, or specifications; (2) method of shipment or packing; and (3) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this contract, whether changed or not changed by any such order, any equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change; provided however, that the Contract Administrator, if he/she decide that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of a clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding within the contract as changed.

() 24. CONTRACT SECURITY

() A bid guarantee from each bidder equivalent to ten percent of the bid price shall accompany any bid or proposal. The "Bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid or proposal execute such contractual documents as may be required within the time specified.

() A performance bond on the part of the Contractor for 100 percent of the contract price shall be required as a condition to execution of a contract A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.

() A payment bond on the part of the Contractor for 100 percent of the contract price shall be required as a condition to execution of a contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(X) 25. INSURANCE

Contractor shall at its own expense, procure, and maintain during the term of this agreement liability insurance coverage of the following types and with not less than the following limits of liability.

Comprehensive Public Liability \$ As Required by Law
and Property Damage, including Combined Single Limit
Automobile

Prior to the commencement of work, Contractor shall furnish Metro with a Certificate of Insurance evidencing the above coverage requirements. **All Certificates of Insurance shall reference this solicitation number.**

The Certificate shall make provisions for cross liability, and shall contain the following language:

- (1) "The Los Angeles County Metropolitan Transportation Authority is an additional insured."
- (2) "The liability assumed by Contractor under the provisions of the hold harmless and indemnity clause contained in the contract is covered by the terms of the policy."
- (3) "The Contractor's policy is primary over any other insurance carried by the Metro."
- (4) "The policy will not be cancelled or materially changed without thirty (30) days prior written notice to the Metro."

As required by Section 1860 of the California Labor Code, the Contractor shall secure the payment of Worker's Compensation to his employees in accordance with the provisions of Section 3700 of the California Labor Code.

() 26. COMPLIANCE WITH COPELAND REGULATIONS (29 CFR PART 3)

No contractor-employee, or other person, shall require or induce a person employed on a project subject to Federal wage standard statute, to give up or return any part of such employee's compensation to which he or she is entitled as provided in the Copeland "Anti-Kickback Act, 41 U.S.C. 51-54. (All violations will be reported to FTA by Metro.)

(X) 27. WARRANTY

Refer to Technical Specification.

(X) 28. MOTOR VEHICLE SAFETY STANDARDS

Each vendor must submit a certification in writing that:

The horsepower of the vehicle is adequate for the speed range and terrain in which it will be required to operate and also to meet the demands of all auxiliary power equipment.

All gases and vapors emanating from the crankcase of an internal combustion engine are controlled to minimize their escape into the atmosphere.

Visible emission from the exhaust will not exceed #1 on the Ringlemann Scale when measured six inches from the tailpipe with the vehicle in steady operation.

When the vehicle has been idled for three minutes and then accelerated to 80 percent of rated speed under load, the capacity of the exhaust will not exceed #2 on the Ringlemann Scale thereafter.

() 29. BUY AMERICA

All steel, cement and manufactured products must be of domestic manufacture or origin. There are four exceptions to this otherwise universal mandate:

1. Non-availability in domestic market;
2. Waivers granted by the Secretary of Transportation for reasons of public interest;
3. With respect to rolling stock only, but including train control, communications and transit power equipment, fifty percent may be on non-domestic manufacture, but final assembly of such products must take place in the United States;
4. If the price of comparable domestic products is twenty- five percent greater for general procurements, and ten percent greater for rolling stock.

() 30. CARGO PREFERENCE - USE OF U.S. FLAG VESSELS

(1) To utilize 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 and equipment, materials, or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for the United States-Flag commercial vessels.

(2) To furnish within 30 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment 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 Paragraph (1) above to the Recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C., 20230, marked with appropriate identification of the Project.

(X) 31. COVENANT AGAINST CONTINGENT FEES

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this warranty Metro shall have the right to annul this contract without liability, or at its discretion, to deduct from the contract price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

(X) 32. COVENANT AGAINST GRATUITIES

The Contractor warrants that no official or employee of Metro has been offered or been given gratuities (in the form of entertainment, gifts or otherwise) for the intent or purpose of securing favorable treatment in the award, amending, or evaluation performance of the contract.

- (X) 33. PATENT RIGHTS
- Any discovery or invention as well as all information, designs specifications, data and findings which arise or is developed in the course of or under this contract shall become the property of Metro and shall be made available for public use.
- (X) 34. DISPUTES
- Every effort shall be made to resolve any disagreements arising from this Agreement between the respective representatives of Metro and contractor. Disagreements not so resolved will become disputes. Pending final resolution of a dispute hereunder, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the Metro's decision.
- (X) 35. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS
- Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 HO, Section 508 of the Clean Water Act 33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR, Part 15).
- (X) 36. ENERGY POLICY AND CONSERVATION ACT
- Contractor shall comply with all applicable 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 (P.L. 94-163).
- (X) 37. FILING OF PROTESTS
- All Protests must be filed and resolved in a manner consistent with Metro Protest Procedures available at (<http://www.metro.net/EBB/protest.pdf>).
- () 38. ROLLING STOCK
- In accordance with Department of Transportation Appropriation Acts, Metro may award contracts for rolling stock based on consideration of "Life Cycle Cost" factors including performance, standardization and such factors as deemed appropriate may be considered.
- (X) 39. NOTICE TO PROCEED
- Following award by the Metro's Board of Directors, a "Notice-to-Proceed" shall be issued by the office of Procurement. No work or expenses shall be incurred prior to receipt of "Notice-to-Proceed" and/or a signed Purchase Order.
- (X) 40. INDEMNITY
- Contractor shall indemnify, defend and hold Metro, its agents, officers and employees free and harmless from and against all claims, damages, costs, fines, penalties, liabilities, or obligations of whatsoever kind, including but not limited to damage or destruction of property and injury or death of person(s), resulting from or connected with Contractor's performance hereunder or any default by Contractor or breach of its obligations hereunder.

(X) 41. REGULATORY REQUIREMENT

Metro Form 039, Regulatory Requirements dated 10/18/2007, is incorporated by reference.
Full text of this Form is available at http://www.metro.net/EBB/contract_templates/2-008_039_Regulatory_Requirements.pdf

PART III
Technical Specification
Specification No. MA-13-08
Mobile Command Center Vehicle

1.0 Scope

- 1.1 This specification is for the purchase of one new Mobile Command Center Vehicle.
- 1.2 The vendor shall furnish, deliver, and warrant the vehicle according to this specification and shall include all items and/or accessories not mentioned, but required, for operation of the vehicle.

2.0 General Requirements

- 2.1 The term “nominal” when used in this specification means $\pm 5\%$ of the specified value (measurement, position, distance, weight, etc.) is acceptable.
- 2.2 All equipment classified as standard and/or required to operate the vehicle shall be provided at no additional cost to Metro. Items inadvertently omitted from this specification that are classified and or otherwise designated by the vehicle manufacturer as required to operate the specified equipment shall be brought to the attention of the designated METRO contract administrator prior to submittal of the sealed bid.
- 2.3 OEM & Aftermarket Components

The vehicle shall be new and of the latest factory model year released. They shall be complete, and ready to operate upon delivery. No rebuilt or re-manufactured components will be acceptable. All components shall be Original Equipment Manufacturer (OEM), no aftermarket components shall be acceptable unless referenced in this specification and/or approved by the designated METRO representative prior to submittal of each respective bid.

All accessory installations shall be securely affixed and comply with OEM and OSHA standards. No installation shall interfere with the OEM systems nor render the vehicle warranty invalid.

All electrical installations shall have wiring securely affixed to running path. Wiring shall have protection with a minimum of shielding with loom, rubber grommets for “pass throughs” and insulated wire clamps for mounting. All accessory circuits shall have proper circuit protection adequate to prohibit damage to vehicle OEM systems and prevent electrical shorts or fires.

- 2.4 Laws Compliance

The vehicle shall be at the date of delivery in compliance with all current and applicable federal, state, AQMD and local laws pertaining to this equipment.

Each bidder may be required to furnish proof of compliance during the technical evaluation period and prior to award of the bid.

2.5 Qualification of Firm

Bidder shall be a full in house turnkey manufacturer of the Mobile Command Center (MCCV) Vehicle with a minimum of 20 years building vehicles of the same type and size in the Mobile Command Center industry. All aspect of this project shall be devised and performed on bidder's property to include the infrastructure to perform all of the necessary steps to complete the requirements of this specification. Sub-contracting of the design, engineering, finite element analysis (FEA), and manufacturing shall not be permitted.

Bidder shall have on staff designers and mechanical engineers with expertise in hydraulics, pneumatics, structures, HVAC, electrical, lighting, rigging and multimedia presentation systems.

Welding personnel shall be certified in all positions and materials required to manufacture MCCV. Certification shall be compliant to American Welding Society (AWS) standards and guidelines, to include certification on material types.

Bidder shall have a minimum production output of twenty (20) mobile command center vehicles per year.

2.6 Design

The design shall incorporate all aspects of this specification for its safe and reliable operation. This is to include the integration of all systems and sub-systems blended together seamlessly with the creative design elements to present the MCCV positively to the end user.

Design of this MCCV shall be as such to perform in a commercial duty with an operating lifecycle of 10 years. Design shall not be of a modified commercial truck, it shall be completely designed from the ground up as a mobile command vehicle.

Final design drawings shall be submitted to Metro for approval.

2.7 Delivery Requirements

The successful bidder shall notify designated METRO personnel fifteen (15) working days prior to delivery of the vehicle so that METRO staff may complete pre-delivery inspections and complete necessary scheduling arrangements prior to the vehicle's delivery to Metro.

The vehicle shall be prepared and washed by the dealer before it is presented for the pre-delivery inspection. The vehicle shall be delivered to METRO with a full tank of fuel.

2.8 Delivery DMV Documents

The vehicle shall be delivered to Metro's Downey location; however, the DMV Application for Registration of New Vehicle form shall be addressed to:

L A CNTY METRO TRANS AUTHORITY
One Gateway Plaza - (ADDRESS ABBREVIATION IS NOT ALLOWED)
Los Angeles, CA 90012

Lien holder: None

PLEASE DO NOT COUNTERSIGN ANY AREAS THAT REQUIRES LA CNTY METRO TRANS AUTHORITY SIGNATURE.

2.9 Inspection & Acceptance

The vehicle shall not be inspected or accepted without prior compliance to this specification's requirement.

The successful bidder's vehicle shall be subjected to a pre-delivery and post-delivery inspection by Metro to determine that the vehicle, in its final configuration, meet this technical specification, complete and not damaged upon delivery to METRO.

The vehicle will not be accepted until all specified manuals are delivered to METRO.

Final acceptance shall be made after post-delivery and after inspection demonstrates that the vehicle is operational and in full compliance to the technical specification.

2.10 Alternate or Equal Models

If alternate or equal models will be proposed, bidders must provide manufacturer's name, model including documents (i.e., technical specifications) highlighting features equal to the corresponding items in the specifications.

Alternate/equal models must be pre-approved in accordance with the requirements and by the date set forth elsewhere in this solicitation. Only written changes issued as an amendment by the contract administrator are authorized and binding.

2.11 Technical Specification Compliance Requirements

Bidders are required to state in the right column of the technical specifications section (beginning at section 3.0) that the model offered has the technical features required as described. All spaces corresponding to the technical requirements must be filled out. Failure to do so may render the bid non-responsive and may be rejected.

Any deviation from the technical specification for the specified model must be submitted as part of approved equal process by the deadline stated on page 2 of this bid document.

Bids received with non-pre-approved models or exception(s) will render the bid non-responsive and will be rejected. Any exceptions from the technical specification for the specified model(s) should be submitted in phase 1 to the contract administrator for consideration and possible revision.

Bidder Name: _____

Specification No: MA-13-08

Technical Specification

To request approval of an alternate or “equal” item or a deviation to this specification in Phase 1, please submit a copy of this document with you request by the deadline stated on page 2. If your requested item is approved, your approved model will be incorporated into this specification and it will be reissued in Phase 2.

Instructions for completing this form

- A. State your company name above.
- B. In phase 1, if you are seeking approval of an alternative item or a deviation to the specification ONLY, complete column C below to:
 - 1. Indicate model being offered including the component’s make and model numbers if specified below.
 - 2. Indicate the value offered if a minimum or maximum value requirement is stated for any component.
 - 3. Respond to all specified items. Similar or identical responses to all items such as “OK”, “yes”, “v” , “see attached” or “//” will NOT be acceptable. “Comply” or “As specified” shall be part of your response such as:
Wheelbase: 275” nominal Response: As specified, 276”.
 - 4. Request approval of an alternate or “equal” item; OR.
 - 5. Submit any exceptions to the technical specification due to factory change and/or discontinued option/model applicable to the specified model(s) to the Contract Administration for consideration and possible specification revision.
- C. In Phase 2, if more than one model is specified, clearly identify in the row title, “Manufacturer & Model” under column C, which make and model item you are bidding. If one model is specified, your bid will be on that model and no response in column C is needed. **DO NOT MAKE ANY MARK IN OTHER ROWS UNDER COLUMN C.**

By submitting your bid, you are agreeing to supply an item(s) in full compliance with this specification. DO NOT modify or explain your bid as it may render your bid non-responsive.

| 3.0 Minimum Requirements | | | |
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| | A | B | C Please complete each item below |
| 3.1 | Turn key manufacturer/Production Output | Proposer shall, at a minimum, show the following qualifications: <ul style="list-style-type: none">• Be a full in house turnkey manufacturer of the MCCV with a minimum of 20 continuous years building like vehicle type and size in the Mobile Command Center Vehicle industry.• Have a minimum production output of twenty (20) per year of mobile command center vehicle. | |
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| 3.2 | Staff | Have on staff designers and mechanical engineers with: <ul style="list-style-type: none"> • Expertise in hydraulics • Pneumatics • Structures • HVAC • Electrical • Lighting • Rigging and multimedia presentation systems | |
| 3.3 | Welding personnel | Welding personnel shall be certified in all positions and materials required to manufacture MCCV. | |
| 3.4 | Certifications | Certification shall be compliant to American Welding Society (AWS) standards and guidelines, to include certification on material types. | |
| 4.0 Truck Chassis | | | |
| 4.1 | Truck Manufacturer & Model | FARBER, Model FARBER40FL-XCR or approved equal. | |
| 4.2 | Chassis Manufacturer & Model | Freightliner XC or approved equal. Rear engine, raised rail. | |
| 4.3 | Model Year | Latest factory model year released at the time of bid submittal. Please specify model year offered. | |
| 4.4 | Overall Exterior Dimensions | Maximum 45.5' L x 8.5' W x 12'H | |
| 4.5 | Overall Interior Dimensions | Maximum 38' L (behind the cab) x 8.0' W x 7.0'H | |
| 4.6 | GVWR | 43,000 lbs. nominal. | |
| 4.7 | Front Axle Rating | 14,000 lbs minimum. | |
| 4.8 | Rear Tandem Axle Rating | Drive axle: 20,000 lbs. minimum. Tag Axle: 10,000 lb. minimum. | |
| 4.9 | Wheelbase | 276" nominal. | |
| 4.10 | Engine | Cummins, model ISC, 8.3 L, 360 HP @ 2,000 RPM, 1050 lb./ft block heater. | |
| 4.11 | Emissions | California EPA & CARB emissions compliant. | |

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| 4.12 | Transmission | Allison 3000 series, 6 speed, automatic, push button electric shift with remote mounted ECU and gross input power of 370 HP. | |
| 4.13 | Suspension | Factory heaviest duty including front and rear. | |
| 4.14 | Battery | Two (2), Group 31, Heavy duty, maintenance free 12-volt.1900 CCA. | |
| 4.15 | Brakes | Air brake system with traction control. Air disc front brakes & rear brakes Non-asbestos brake lining Anti-lock braking system: <i>Wabco</i> hydraulic ABS | |
| 4.16 | Steering | Tilt/telescopic power steering. | |
| 4.17 | Alternator | Minimum 200 amp. | |
| 4.18 | Fuel Tank | 150 gallon minimum capacity with fuel fill on driver side and "Diesel Fuel" decal permanently mounted near fuel fill. | |
| 4.19 | Exhaust System | Horizontal tailpipe with side exit from rear of engine. Over the road automatic regeneration with dash mounted regeneration switch. Exhaust diffuser shall be enclosed and tapered. | |
| 4.20 | Diesel Exhaust Fluid (DEF) Tank | 13 gallon nominal capacity to reduce NOx exhaust emission to the atmosphere. | |
| 4.21 | Air Compressor | Cummins 18.7 CFM with internal safety valve | |
| 4.22 | Air Bags | Driver and front passenger, if available. | |
| 4.23 | Seat Belts | Per Federal standards, if available. | |
| 4.24 | Exterior Color | Factory black exterior with white reflective "LA Metro Mobil Command" lettering. | |
| 4.25 | Tires | All tires including the spare tire shall be compatible in size and rating with the vehicle and its maximum rated load range. The spare tire shall be full size tire, mounted with its wheel and shall match with the other four wheels on the vehicle. | |
| 4.26 | Keys | One ignition key shall start the vehicle and one door key to open all doors including glove compartment; or combination door/ignition key to start or open doors and trunk. | |

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| | | The vehicle shall be provided with a minimum of five (5) sets of keys. For duplicate keys, locally made keys is not acceptable, however OEM parts with local labor is acceptable. | |
| 5.0 | Truck Body | | |
| 5.1 | Body framework shall be welded aluminum designed to be durable and adequately reinforced at all points where road shock and vibration stress concentration occur. Raised rail chassis shall be provided in order to provide large, pass through under floor storage compartments. | | |
| 5.2 | All horizontal and vertical structures shall be welded top and bottom. Window post and door post locations shall be double structure for added support. Insulation shall be 1.5" polystyrene foam core. Insulation skin shall be 3.6MM luan plus ½" plywood. The interior finished surface shall be fiberglass reinforced plastic (FRP), white pebble finish, run in one piece front to rear. The exterior surface shall be 3.6MM luan with fiberglass gel-coated skin. | | |
| 5.3 | Engine service access door shall be provided with an approximate opening of 43" x 58". | | |
| 5.4 | Exterior panels shall be gel-coated smooth one piece fiberglass. Fiberglass shall go through a lamination procedure that will include a vacuum bonding process. | | |
| 5.5 | The roof shall be constructed of aluminum tubing with a truss system to allow contoured exterior roof and flat interior ceiling. Insulation used shall be of high density foam, custom cut to roof contour. Interior and exterior roof surfaces shall be covered with 3.6MM luan laminated in a vacuum bond process. | | |
| 5.6 | Exterior roof structure shall be one piece aluminum, reflective white in color, run the full length of the roof and shall provide sufficient strength for walking. | | |
| 5.7 | Floor shall be constructed of 2"x2"x1/16" steel tubing. Welded longitudinal tubing top and bottom spaced at 16" centers. Insulation shall be 2" polystyrene foam core. Interior floor surface shall be 3/4" plywood. Bottom (exterior) surface shall be covered with 2.7 mm luan and .008" galvanized steel. All of the above shall go through a lamination procedure that will include a vacuum bonding process. Upper floor shall provide a cutout for engine service assess panel. | | |
| 5.8 | One (1) Entrance / Exit door (32" x 80") on curb side, shall be located between axles with one (1) upper window, <i>Hehr</i> model 5901 (22" x 24") tinted slider. <i>Schlage</i> dead bolt keyed lock shall be on outside with twist lock latch on inside, door hold back, and bumper. Door shall be double constructed aluminum and steel with polystyrene foam insulation core. | | |

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| | White fiberglass pebble interior finish. | |
| 5.9 | Three (3) interior steps with two (2) Braun steps at each door location shall be installed. Electric Kwikiee steps will not be acceptable. | |
| 5.10 | Stepwells shall be covered with transit bus style steel backed, rubber treads with white nose. Treads shall be securely fastened and silicone sealed at the edges. | |
| 5.11 | One (1) Entrance / Exit drivers door (32" x 62") shall be located next to passenger seat forward of front axle. It shall be equipped with power roll up/down window, toe step near door recessed into body and interior and exterior door latch with key lock. | |
| 5.12 | Skirting shall be constructed of aluminum sheet panels. Panels shall be cut to size for minimum overlap and or joints. Panels shall be placed and secured with the necessary fasteners and support hardware. Panel shall be primed and painted with a pre-selected finish. | |
| 5.13 | Under floor storage area shall be fabricated of 1-1/2" x 1-1/2" x 1/8" aluminum box sheet. Large pass thru storage compartments where possible. Compartment door shall have a heavy duty stainless steel continuous hinge at the top, positive door latch with lock at the bottom, centered. Each door shall have weather resistant one piece continuous neoprene seal. Gas struts shall hold up storage compartment doors provided. All service panel door frames shall be 1-1/2" x 1-1/2" x .125" aluminum box tubing with welded corners. All shall be done through a lamination procedure which includes a vacuum bonding process. | |
| 5.14 | Entire underside of vehicle shall be commercially undercoated. | |
| 6.0 | Driver/Passenger Cab Area | |
| 6.1 | High-back driver's bucket seat with armrests, headrest, recline, multi-adjustable, manual adjustable lumbar and three point shoulder and lap seat belt with retractors. 180 degree swivel and slide pedestal control. To turn around a 180 degree's into a workstation behind the driver seat area. Seats shall be heavy-duty cloth in darkest color available by the factory. | |
| 6.2 | Rearview camera system with exterior speaker and monitor custom built into dashboard, to assist in backing up vehicle. Monitor is 7" measured diagonally and automatically turns on when vehicle gear lever is set in reverse. | |
| 6.3 | Passenger cab entry door. | |
| 6.4 | AM/FM/CD and cassette stereo with digital clock seek and scan feature to be located in the dashboard easily accessed by driver. | |
| 6.5 | Sign on dashboard with vehicle height listed. | |
| 6.6 | Payload sticker in cab area with vehicle axle loads and available axle | |

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| | payload as built. | |
| 6.7 | Two (2) front fans for defrosting windshield. | |
| 7.0 | Interior | |
| 7.1 | Bench seats to have sculptured backs and seats. Low density foam to retain original shape in heavy duty service. Cushioning materials and coverings shall meet or exceed FMVSS-302. In rear of unit. | |
| 7.2 | Adjustable ergonomic office type chair, with pneumatic height control, swivel pedestal and five (5) caster wheels provided for each workstation. Chairs shall be cloth upholstered; seat height and back supports shall be adjustable. Chairs shall be secured in knee space area for travel by a strap or bungee cord. All chairs shall have protective plastic edge on rear corners to prohibit damage from countertop edges. | |
| 7.3 | Forced air electric heat evenly distributed and designed to keep the vehicle interior at 72°F. | |
| 7.4 | Commercial grade non-skid commercial grade PVC flooring <i>Lonseal Loncoin II Fleckstone</i> , or equivalent, 100MM (2.5MM) thickness minimum with .43MM non-slip round studs. Continuous run front to rear in black, charcoal or darkest color available. | |
| 7.5 | Finished ceiling shall be sound absorbing, flame retardant; solution dyed polypropylene fiber material, 24 oz. minimum. Class A rated per ASTM E-84. Continuous run from front to rear. | |
| 7.6 | All bulkheads shall be laminate finished. | |
| 7.7 | Command center shall be equipped with rear speakers for the chassis AM/FM/CD player. | |
| 7.8 | Five (5) David Clark headsets, with belt station push to talk switch and single headset. | |
| 7.9 | Command center shall be equipped with 24-port switch and CAT 6 patch panel. CAT 6 network wiring shall be run to each workstation position in the vehicle. | |
| 7.10 | One (1) combination printer/fax/scanner shall be installed. | |
| 7.11 | Three (3) full height equipment racks, with casters. Racks shall be ventilated with dual 50 cfm fans. | |
| 7.12 | One (1) rack-mounted Dell, PowerEdge, server shall be installed. | |
| 7.13 | One (1) Linksys wireless broadband router shall be installed. | |
| 7.14 | One (1) video recording server consisting of: ❖ 1 RU 19" rack mountable. | |

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| | <ul style="list-style-type: none"> ❖ 8 CPU cores, Xeon, 2.66 GHz, 8 MB L2 cache, 1333 MHz, 80 watts. ❖ 4 GB RAM. ❖ 670 watt power supply (redundant). ❖ RAID SAS HD controller. ❖ 73 GB, 15K rpm, 3.5" hot swappable hard drive. ❖ PCI-E expansion bus. ❖ 2 - 4 GB fiber channel PCI-E HBA, single port. ❖ 2 built in Gigabit Ethernet ports. ❖ SUSE Linux Enterprise Server 10.2 operating system or later. ❖ Video Recording Server Software: Infinova V2216 Series software. | |
| 7.15 | One (1) Hiperwall video matrix switch, 16 x 16, with touch pads shall be installed at each monitor. | |
| 7.16 | Eleven (11) 19" LCD monitors shall be installed. Monitors shall have TV Tuner and VGA connection. | |
| 7.17 | One (1) 40" LCD monitor, wall mounted, shall be installed. | |
| 7.18 | Two (2) Franklin Instruments clocks with 2.5" LED display, 12 or 24 hour modes. | |
| 7.19 | Duplex 120VAC outlets, 12VDC outlets, HDMI ports, CAT6 jacks, phone jacks, and VGA ports as required. | |
| 8.0 | Slide Out Rooms | |
| 8.1 | Four (4) slide-out rooms shall be installed in command center. | |
| 8.2 | Two (2) slide-outs shall be flat floor and store above floor. Room shall be fabricated with a structurally rigid welded aluminum tube design with a fully bonded aluminum shell. Slide-outs shall be installed with a full perimeter double rubber bulb seal. Slide-outs to be electric over hydraulic. | |
| 8.3 | Two (2) slide-outs shall be above floor. Room shall be fabricated with a structurally rigid welded aluminum tube design with a fully bonded aluminum shell. Slide-outs shall be installed with a full perimeter double rubber bulb seal. Slide-outs to be electric. | |
| 8.4 | One (1) awning topper shall be installed over each slide-out. | |
| 8.5 | Dash warning lights shall alert driver of deployed slide-out when chassis ignition is powered. | |

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| 9.0 | Galley Area | |
| 9.1 | One (1) 1000 watt microwave oven. | |
| 9.2 | One (1) 12V DC / 120V AC flush mount refrigerator, 3.2 cu. ft. capacity with full width freezer shelf for ice cube trays, adjustable bins and hermetically sealed compressor. 12V fan for cooling condenser and compressor. | |
| 9.3 | One (1) GFCI duplex wall outlet in galley area. | |
| 9.4 | One (1) Under cabinet coffee maker. | |
| 9.5 | One (1) each GFCI duplex wall outlet in galley area. | |
| 9.6 | One (1) five gallon water cooler with cold and hot water. | |
| 10.0 | Cabinets & Countertop Surfaces | |
| 10.1 | All cabinets shall be constructed of custom fabricated aluminum. | |
| 10.2 | Base cabinets shall be constructed of powder coated aluminum with anodized aluminum frames. | |
| 10.3 | Base cabinet doors shall be double shell, formed from a single sheet of aluminum, with aluminum door back attached. | |
| 10.4 | Overhead cabinets shall be constructed of powder coated aluminum with anodized aluminum frames. | |
| 10.5 | Overhead cabinet doors shall be double shell, formed from single sheet aluminum, with aluminum door back attached. | |
| 10.6 | Overhead cabinet doors shall swing up on a full-length aluminum hinge, and shall be held open with a locking door stay. | |
| 10.7 | Dry erase writing surface shall be incorporated on overhead cabinet doors. | |
| 10.8 | Gas shock lift supports shall be provided on overhead cabinet doors. | |
| 10.9 | A 6" LED light shall be supplied under overhead cabinets where lighting is required. | |
| 10.10 | Countertops and table tops shall be constructed of hard surface material mounted over plywood subsurface. Color will be advised at post-award meeting. | |
| 11.0 | 120/240V AC Electrical System | |
| 11.1 | One (1) <i>Kohler</i> 20 KW liquid-cooled diesel generator. The generator shall be mounted in a custom fabricated galvanized steel compartment with 0.125" aluminum access door. | |

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| 11.2 | Generator compartment shall be insulated with high density sound absorbing foam and oil resistant foil faced lining. | |
| 11.3 | The generator shall be plumbed to draw fuel from chassis fuel tank. | |
| 11.4 | A multiplex controlled power and control system shall be installed to control on board systems. | |
| 11.5 | System features three (3), 7" LCD touch screens. One (1) combination touch/push-button screen shall be installed in the cab area. One (1) touch screen shall be provided in front command room. One (1) touch screen shall be provided in rear conference room. | |
| 11.6 | System shall provide short and open circuit detection, on-board diagnostics, peer-to-peer nodes, integrated load shedding and sequencing, reverse polarity protection, modules operate from -40 degrees to 85 degrees C, 100% solid state technology. The system shall exceed most SAE, NFPA, NMEA and RVIA standards for electronics. Upgrades or changes to system shall be easily made through e-mail or remote download to the vehicle. | |
| 11.7 | All 120/240V AC main wiring shall be stranded, bundled and color coded THHN wire. | |
| 11.8 | All 120/240V wiring must run in ENT plastic conduit, raceways or <i>Sealtite</i> . | |
| 11.9 | Two (2) exterior GFI duplex outlets shall be installed with weather sealed covers. | |
| 11.10 | Three (3) <i>Coleman</i> model 7633 mach 3 P.S. low profile 15,000 BTU air conditioners shall be installed with 5,600 BTU heat strips. | |
| 11.11 | All electrical circuits and appliances shall conform to applicable national electrical codes. | |
| 12.0 | 12V DC Electrical System | |
| 12.1 | In addition to the chassis batteries, four (4) deep-cycle batteries shall be provided. Batteries shall be installed underbody in slide out weather resistant compartment, with chrome plated D-latch. | |
| 12.2 | All 12V wiring THHN stranded, bundled, color coded and numbered. | |
| 12.3 | Two (2) commercial duty fan cooled power converters, 90 amp output minimum each, for interior/communications 12V power requirements. | |
| 12.4 | One (1) <i>Sure Power</i> 2403 isolator shall be installed to allow alternator to charge the main and auxiliary batteries. The 2403 shall have the alternator connected to the input with each output going to a battery bank. | |

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| 13.0 | Interior & Exterior Lighting | |
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| 13.1 | All interior lighting shall be 6" LED. Interior lighting shall be white/red with switch and dimming functions achieved through the touch screen multiplex system. | |
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| 13.2 | Eight (8) Whelen LED emergency lights shall be positioned on the exterior of the command center. Two (2) on front, two (2) positioned on each side of body, and two (2) located on the rear. Flash patterns and colors to be decided at pre-build meeting. | |
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| 13.3 | Six (6) Whelen LED scene lights shall be positioned on the exterior of the command center. Two (2) positioned on each side of body, and two (2) on the rear. | |
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| 13.4 | All emergency and scene lights shall be operated through the touch screen multiplex system. | |
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| 14.0 | The Communication System | |
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| 14.1 | <p>The contractor shall supply a fully functional Communications system on-board the Mobile Command Vehicle.</p> <p>The Communications system shall provide Command Vehicle with a Situational Awareness in a Transportation Security environment. The system shall operate as a (Command, Control, Communications, and Intelligence System) C3I. The system shall be able to gather intelligence from a variety of data sources including various types of sensors, such as video cameras, access control systems databases available to Metro.</p> <p>The Communications system must operate as standards based (C3I) architecture and framework, built around a generic Observe-Orient-Decide-Act (OODA) decision-execution cycle. The system shall provide Metro with the ability to Prepare/Prevent, Detect, Respond and Recover. At a minimum, the work performed under this contract shall follow the following items:</p> | |
| | | |

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| 14.2 | <p>Primary System Functions: The Communications System must be capable of monitoring of assets, mission planning, simulation management, situational awareness, collaboration, and integrated decision support capabilities. The fully operational communications system will be used not only in operations for effective response to live incidents, but also for training and planning. The communications system must be capable of adapting to any number of Transportation Security/Safety issues. The communications system must provide mission planning, simulation management, situational awareness and collaboration capabilities integrated in a multi-media visualization environment. The communications system shall provide the following:</p> <ul style="list-style-type: none"> ➤ Capability to protect key assets ➤ Ability to implement security policies ➤ Collaboration ➤ Tailor ability of alarms and Graphical User Interface (GUI) ➤ Use of existing product and Computer Off-the-Shelf hardware and software. ➤ Respond to incidents and maintain real-time situational awareness ➤ Track assets and maintain communication ➤ Plan mitigation and response activities ➤ Record events and benefit from lessons learned ➤ Perform Daily Operations, Prepare and Train | |
| | | |
| 14.3 | <p>System Capabilities: The Communications System shall provide mission planning, simulation management, situational awareness and collaboration capabilities integrated in a multi-media visualization environment. The developed system shall consist of two equipment rack containing the integrated applications, control station interface equipment to drive the system. The operational software shall perform the actual work of the systems. The Communications system shall provide Incident management by fusing or correlation of existing and on-scene multi-media data into decision relevant information. Real time information must be displayed in a manner that conveys the knowledge needed to act quickly and with confidence. The Communication system must synthesizes maps, dynamic data, GIS, Video, broadcast information, SCADA, Radio, TPIS and other data for effective knowledge presentation to make accurate decisions. The Communications System shall have the following capabilities:</p> <ul style="list-style-type: none"> ➤ MA multi-media presentation environment ➤ Control software that provides multi-media management of real-time view – ports, including sizing and thumbnail pop-ups. ➤ GIS mapping and attribution of critical infrastructure ➤ A geospatial display of near real-time dynamic information sourced from specialized sensors. ➤ Charting and timeline applications providing dynamic information to monitor the progress of an incident response. ➤ Asset dispatching and tracking in support of asset allocation. ➤ Collaboration of situational awareness information to and from first responders and decision makers. ➤ Display and control of standard office automation applications and Web sites. ➤ A simulation Manager, including logging and playback, to conduct training exercises | |

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| | <ul style="list-style-type: none"> ➤ Media servers for pre-recorded video providing event occurrence during training scenarios. | |
| 14.4 | <p>System Design: The Communications System must provide the ability to incorporate and interface to other products through well defined interfaces. The Communications system must provide the following capabilities:</p> <ul style="list-style-type: none"> ➤ Two movable 19" racks located mid vehicle ➤ 14 Workstations with 22" screens ➤ On board network with a network server ➤ IP Telephone System with capability to support min of 25 phones. ➤ Satellite Receiver ➤ Satellite TV Receiver ➤ 4 Cell phone nodes ➤ Local WiFi ➤ Raytheon ACU 1000 ➤ Metro Video Security System Server. ➤ Metro Command and Control Server ➤ Video Conference ➤ Two 42" LCD displays. One located on the outside of the vehicle. The second located above the rear conference table. ➤ Hiperwall software to all video installations. ➤ NOAA Weather Radio ➤ AM/FM Radio ➤ Two printers connected to the network ➤ On board public address ➤ Audio Distribution System ➤ SCADA Display (View Only) ➤ External Telescoping mast ➤ External camera mounted on mast ➤ 2 lazar jet printers ➤ 3 GPS Clocks, one in the rear, one in the front and the third located with the external LCD. ➤ BriefCam video software | |
| 14.5 | <p>Core Technologies: In order for the Communications System to be effective must support core technologies. The following systems will be part of the Communications Systems core technologies</p> <ol style="list-style-type: none"> i. Communications Cabling – Communications cabling shall be provided for Data, Fax, Audio, Phone, video ii. Teleconference system iii. Video Systems – The Command and Control system shall have the ability to interface with all video systems that Metro has deployed. iv. Onboard server shall be included to record data and provide Metro Command and Control Software. v. SCADA – Command and Control shall interface with Metro SCADA. The Command and Control will act as a port and shall not have any control function of the SCADA. vi. Transit Passenger Information System (TPIS) – The Command and Control system shall fully interface with the TPIS providing the operator with full function and control of the TPIS. | |

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| | <p>vii. Radio Systems – The communications system shall provide Control Consoles for the Digital Rail Radio System and the Bus ATMS radio system. The communications system shall provide a Raytheon ACU-1000 that will provide the ability to interface with the DRRS, ATMS, Metro Security Radio, Metro Emergency Radio System, LAFD Radio, LASD Radio, LAPD Radio, Metrolink Radio and open slots for other agencies.</p> <p>viii. Information Sharing – The Command and Control system shall have the ability to share information between stakeholders, decision makers, operations, safety and outside agencies. The Command and Control system shall have the ability to push information to other command centers, operational facilities, mobile command posts and PDA's.</p> <p>ix. Scalable and Flexible Architecture – The Command and Control System will have Scalable and Flexible Architecture. This shall allow for easy integration into any Transportation Security Facility. The technologies and described previously require a flexible and scalable architecture. The flexible and scalable architecture shall consist of the following:</p> <ol style="list-style-type: none"> 1. Take advantage of the existing equipment. 2. Leverage off site existing infrastructure capabilities. 3. Allow presentation display devices ranging from low-end desktop displays to large display walls. 4. Accommodate a desktop configuration or packaged rack configuration. 5. Permit base Situational Awareness system capability growth by simply adding PCs or other platforms for compute-intensive applications. 6. Support single to multiple graphic wall displays and monitors. 7. The Situational Awareness system architecture should also allow new sources of data to be easily integrated into the system. 8. Permit basic capability growth by simply adding PCs or other platforms for compute-intensive applications. 9. Allow resources to be distributed anywhere on the network. 10. Allow control and execution to be assigned to single or multiple nodes for redundancy. 11. Provide network-based redundancy for 100% assured operations 24/7/365. | |
| | | |
| 14.6 | A complete test plan shall be submitted by the bidder. Factory Acceptance Testing shall be performed at the vendor's facility. | |
| | | |
| 15.0 | Wiring | |
| | | |
| 15.1 | 2-Gauge minimum copper stranded battery cable shall be used for 12V DC main supply lines. All cable run shall be full length, no splices. All cable terminals shall be staked and soldered. All cable shall be enclosed in convoluted polyethylene tubing and the ends of the cable sealed with color coded shrink wrap identifying the function of the cable. | |

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| 15.2 | All added electrical circuits shall be protected from over current by resettable circuit breakers appropriately rated for the load. | |
| 15.3 | Circuit breaker functions are to be identified by engraved or printed labels. | |
| 15.4 | All added wiring for load runs shall be AWG 8, 10, 12, 14 and 18 and must conform to MIL-W-1678D type D. | |
| 15.5 | All wiring shall be numbered or lettered on 6" centers minimum. | |
| 15.6 | All wiring is to be protected from chafing and abrasion. | |
| 15.7 | Where wire passes through sheet metal, bulkheads and structural supports plastic grommets shall be used to protect both wiring and wire looms. | |
| 16.0 | Accessories | |
| 16.1 | Climate Control | Equipped with factory-installed air conditioning, heat and defrost. |
| 16.2 | Windows | Factory tinted. Power windows and doors. |
| 16.3 | Windshield | Body shall have tinted safety glass windshield with driver and passenger sun visors. |
| 16.4 | Windshield Wipers | Two speed intermittent electric windshield wipers/washers with 24" blades and a 70 oz. washer fluid bottle with electric pump. |
| 16.5 | Radio | AM/FM stereo radio. |
| 16.6 | Mirrors | <i>Velvac</i> # 713872 bus style exterior mirrors to be heated with remote control on dashboard |
| 16.7 | Bumpers | Rear bumper shall be full body width. Front bumper shall be reinforced energy absorbing impact resistant bumper with contoured corners. |
| 16.8 | Emergency Reflector Kit | KD Lamp Company model KD 610-4645 or James King model 1005 or approved equal; shipped loose. |
| 16.9 | Back Up Alarm | Preco Model CEO45AA or approved equal. Back-up alarm shall be activated whenever transmission shift selector is in reverse. |
| 16.10 | Fire Extinguisher | Two (2) 5-pound dry chemical fire extinguishers located near exits. |
| 16.11 | Tow Hitch | Class 5, Wiring; Non- metallic, weatherproof, 7-way |

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| | | and 4- way trailer sockets at the rear of the vehicle. | |
| 16.12 | Lights | Two (2) <i>Whelen</i> 810 series 254MM x 203MM tail lights with reverse lights and turn signals, halogen rectangular headlights, and clearance/side marker lights meeting or exceeding state/federal requirements. Headlights, tail lights and clearance/side marker lights to automatically illuminate with the ignition "On" switch, but capable of operating from a manual switch without the ignition switch being activated | |
| 16.13 | Miscellaneous | <ul style="list-style-type: none"> • Dual electric horn. • Electrical fuel level gauge • Engine coolant temperature gauge • Engine oil pressure gauge • Electronic speedometer gauge (MPH) • Turbo boost pressure gauge • Odometer/trip odometer. • Cruise control w/ controls in steering wheel. • Dash mounted, air system pressure gauge, headlight switch, low air pressure warning light, hour meter, transmission temperature gauge, drivers message center with integral LCD display, four-way flasher, four (4) each, 12V power supply outlets. • Remote mounted fuel filter, fuel water separator • Rubber mud flaps with anti-sail brackets for front and rear wheels. • Rear mud flaps with anti-sail brackets. • Two (2) dedicated exterior GFCI duplex receptacles installed on the exterior body. • Entrance doors with electro-magnetic door locks and exterior keypad. • Two (2) Mirage lateral box awnings both on curb side. Awning lengths and fabric color TBD. • One (1) Will-Burt 7-42 pneumatic telescoping aluminum triangular plate mast installed on rear of vehicle for mounting antennas. • One (1) FLIR dual camera system with color day/night camera with zoom lens and thermal camera and pan/tilt controller. • Four (4) Kwik-Raze 1100 series telescoping poles with 500W halogen light heads. • One (1) KVH TracVision, in motion, satellite television system with two DirecTV receivers. • One (1) TracStar 1.2 meter carbon fiber satellite dish equipped with 4 watt BUC, LNB, and modem. • One (1) 40" LCD monitor installed in a weatherproof exterior compartment. Compartment shall have HDMI, CAT 6, phone jack, VGA connection, and 120VAC duplex outlet. • Automatic hydraulic leveling and stabilizing system sized for GVW of vehicle. | |

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| | | <ul style="list-style-type: none"> • <i>Kussmaul</i> Auto Eject 20, 20 amp shore power inlet with <i>Kussmaul</i> auto charge 20 amp, three battery system. • Two (2) <i>Cole Hersee</i> M284 master disconnect switches for main battery system and auxiliary battery system. • One (1) <i>Marinco</i> 50A-125/250V AC waterproof shore power inlet, one (1) 36' 50 amp shore power cord with <i>Nema</i> 14P50 connector, 6' 50A pigtail and 50A-to-30A-to-15A adapters. • One (1) 9V smoke alarm, ceiling mounted. • Locking cast aluminum telephone box shall be located driver's side for incoming phone lines and extension station jack. | |
| | | | |
| 17.0 | Warranty | | |
| 17.1 | Vehicle Warranty | The vehicle shall be free from defects in design, material, and workmanship for a period of (2) two years from date of delivery. This shall include, but not limited to, the interior structures of the vehicle, plumbing, heating, electrical systems, all cabinetry and hardware installed by the bidder. | |
| 17.2 | Chassis Warranty | The vehicle shall be free from defects in design, material, and workmanship for a period of three (3) years or 50,000 miles, or by the manufacturer's standard warranty, whichever is greater. | |
| 17.3 | Power Train Warranty | The power train warranty shall be for a minimum period of three (3) years or 50,000 miles. | |
| 17.4 | Emission Warranty | The vehicle's emissions system shall be warranted for five (5) years and/or 50,000 miles from the date of each vehicle's acceptance. | |
| 18.0 | Instruction & Parts Manuals | | |
| | | The following manuals and schematics shall be furnished at the pre-delivery inspection. If unable to provide any or all of the following manuals and schematics at the pre-delivery inspection, the successful bidder shall submit, in writing, to the designated METRO contract administrator the reason for non-compliance with this specification requirement and provide a specific date that the manuals and schematics will be delivered to Metro. All copies requested below shall be original furnished by the factory. Copies produced without the permission of the copyright holder are not acceptable. | |
| 18.1 | Ten (10) complete sets of operator's manuals of all systems and sub-systems to include vehicle and multimedia hardware. | | |
| 18.2 | Three (3) complete sets of maintenance, repair, and parts manuals and for | | |

| | | |
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| | any optional items or accessories specified. CD versions of OEM manual are preferred. | |
| 18.3 | Three (3) complete sets of the electrical wiring schematics and for any optional items or accessories specified, unless said schematics are already included in the maintenance, repair and parts manuals. CD versions of OEM manual are preferred. | |
| 19.0 | Bid Submittal | |
| 19.1 | <p>As part of the bid submittal, the following documents shall be provided with the bid. Failure to do so will render the bid non-responsive and may be rejected.</p> <ol style="list-style-type: none"> 1. This technical specification with the right column filled out per instructions specified at the beginning of this section. Please indicate the value offered and respond to all specified items. Similar or identical responses to all items such as “OK”, “yes”, “v” , “see attached” or “//” will NOT be acceptable. “Comply” or “As specified” shall be part of your response. 2. Three-dimensional drawings of the proposed layout with the formal bid documentation and shall include the following views at a minimum: <ol style="list-style-type: none"> a. Overhead Exterior b. Curbside Exterior c. Street side Exterior d. Front and Rear Exterior e. Overhead Interior f. Curbside Interior g. Street side Interior h. Interior workstation layout and design 3. Twelve (12) references within the past 36 months with the same chassis and body build techniques as described above. References illustrating aluminum coach bodies shall not be acceptable. This shall include company or department name, contact information, quantity of vehicle, a picture of vehicle, etc. 4. Six (6) vehicles within the past 12 months of vehicle that have utilized a multiplexed touch screen electrical control system. This shall include company or department name, contact information, quantity of vehicle, a picture of vehicle, etc. 5. Proof of networking certification to ensure ability to integrate the Cellular Terminal with the existing Voice and Data Network. 6. Service and support plan options and details. 7. Details on local warranty and service support. | |
| 20.0 | Training Requirements | |
| 20.1 | Operator and maintenance training shall be provided to a minimum of 10 METRO employees at a METRO facility. Location of training to be identified by METRO and to be located inside the Los Angeles County area. A training DVD shall also be supplied. | |
| 21.0 | Delivery | |

| | | |
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| | | |
| 21.1 | Time is of the essence; please provide the best vehicle delivery on the price page. | |
| | | |

PART IV

BID NO. OP2610-3058

**MOBILE COMMAND CENTER VEHICLE
ATTACHMENT A**

BIDDER'S STATEMENT:

OUR OFFER IS AFFIRMED HERETO. It is understood that your specifications and conditions set forth on bid sheets form part of our offer. We certify the prices offered are valid for the total contract or any portion thereof.

We specifically agree to keep this offer open for ninety (90) days.

The undersigned acknowledges receipt, understanding and full consideration of the following amendment to the Contract Documents:

Amendment No (s):

FIRM: _____

TAX ID NO: _____

ADDRESS: _____

BY: _____
Type or Print Your Name

SIGNED BY: _____

TITLE: _____

DATE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

READ CAREFULLY ALL PARAGRAPHS - SIGN AND RETURN COPY WITH YOUR BID

PART IV

BID NO. OP2610-3058 MOBILE COMMAND CENTER VEHICLE

ATTACHMENT A

BID SHEET

| ITEM NO. | DESCRIPTION | QTY | UNIT | UNIT PRICE | EXTENDED PRICE |
|---|---|-----|------|------------|----------------|
| 1 | Mobile Command Center Vehicle Per Specification No. MA-13-08 | 1 | EACH | \$ | \$ |
| 2 | Operator's Manual Per Specification No. MA-13-08 | 10 | SET | \$ | \$ |
| 3 | Maintenance, repair, and parts manual Per Specification No. MA-13-08 | 3 | SET | \$ | \$ |
| 4 | Electrical Schematics Manual Per Specification No. MA-13-08 | 3 | SET | \$ | \$ |
| ***If no price is inserted for items 2, 3, or 4, it will be assumed that the price for items 2, 3, and 4 are included in the price offered in item 1. | | | | | |
| 5 | Subtotal | | | \$ | |
| 6 | Successful Bidder to pay California Sales/Use Tax directly to State Board of Equalization 9.00% | | | \$ | |
| 7 | California Tire Fee | | | \$ | |
| 8 | GRAND TOTAL | | | \$ | |

PAYMENT TERMS

Discount Payment Terms: _____% _____ Days. If there is no discount payment then terms shall be Net 30. Payment terms shall not be considered in evaluation of award.

ATTACHMENT A

DELIVERY SCHEDULE

- a) Metro desires delivery to be made according to the following schedule: If the bidder is unable to meet the desired delivery schedule, it may, without prejudicing evaluation of its offer, propose a delivery schedule below. However, the bidder's proposed delivery schedule must not extend the delivery period beyond the time for delivery in Metro's required delivery schedule as follows:

| <u>Desired Delivery Schedule</u> | | |
|----------------------------------|----------|------------------------------------|
| Item No. | Quantity | Within Days After Receipt of Order |
| 1 | 1 | 180 |
| 2 | 10 | 180 |
| 3 | 3 | 180 |
| 4 | 3 | 180 |

- b) Metro requires delivery to be made according to the following schedule:

| <u>Required Delivery Schedule</u> | | |
|-----------------------------------|----------|------------------------------------|
| Item No. | Quantity | Within Days After Receipt of Order |
| 1 | 1 | 210 |
| 2 | 10 | 210 |
| 3 | 3 | 210 |
| 4 | 3 | 210 |

- c) Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above may be considered non-responsive and rejected. If the bidder proposes no other delivery schedule, the desired delivery schedule above will apply.

| Bidder's Proposed Delivery Schedule BIDDER TO COMPLETE THIS SECTION | | |
|---|----------|------------------------------------|
| Item No. | Quantity | Within Days After Receipt of Order |
| 1 | 1 | |
| 2 | 10 | |
| 3 | 3 | |
| 4 | 3 | |

ATTACHMENT B

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? | |
| 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 the Metro within the last twelve months? | |
| 8. Did you or you Employees receive any confidential information concerning this contract? | |

| Questions | Yes/No |
|---|------------------------------|
| 9. Did you or any of your Employees perform work within the last 3 years relating to the project or services contemplated to be performed under this contract, including development of the specifications or earlier phases of the project or services to be provided under this contract? | |
| | No. of Pages Attached |
| 10. If you answered "yes" to any question 1 through 9 above, explain in detail on a separate sheet the facts and information, including names, dates, amounts, and other circumstances relevant to the question. | |

You have read and shall abide by the Metro Code of Conduct for Contractors at all times during your relationship with the 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 the Metro Code of Conduct for Contractors. You have read and will continually remain in compliance with the 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 subcontractors 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

BID NO. OP2610-3058

ATTACHMENT C

CONTRACTOR BACKGROUND

This form must be completed by owner or authorized official. (Note: Attach additional pages as necessary to complete answers.)

Name of Company: _____

Business Address: _____

Name of Owner: _____

Number of years in Operations:

Year Business Founded: _____ Years in Business: _____ Number of Employees: _____

Has the company changed its address or has the company or its owner operated under any other name(s)?

_____ No _____ Yes, please explain below.

Describe major areas of business or your expertise.

Describe any prior/current contracts with Metro.

Provide the names of any other transit or government or private companies that you have done business with.



ATTACHMENT "D"

Los Angeles County Metropolitan Transportation Authority CONTRACTOR PRE-QUALIFICATION APPLICATION

Other Than Construction Projects

If this Application is being submitted in response to a Request For Proposal (RFP), Invitation For Bid (IFB), or other procurement action, please reference the RFP or IFB name and number in the spaces provided below.

If this Application is not in response to a specific contracting action and is being submitted for general purposes, please write "GENERAL" in the "Name of Procurement" space.

Name of Procurement: _____

RFP or IFB Number: _____

Name of Applicant Firm: _____

Date Submitted: _____

Preparer's Name: _____

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE APPLICATION

**READ THE INSTRUCTIONS
BEFORE FILLING OUT THE QUESTIONNAIRE**

PRE-QUALIFICATION APPLICATION INSTRUCTIONS

1. This is a Pre-Qualification Application for the Los Angeles County Metropolitan Transportation Authority (LACMTA). There are two different applications to be used for firms seeking contracts of \$100,000 or greater with the LACMTA.
2. **Which application should you use?** Use the Construction Related Projects application if you are a construction company that will be bidding on any type of construction work. Use the Other than Construction Projects application if you are an engineering firm, consultant, legal firm, product vendor, or other business entity seeking a contract with LACMTA for the furnishing of goods or services.
3. The application should be completed by a person in the firm who is knowledgeable of and duly authorized to attest to the past and present operations of the firm and its policies. A corporate officer of the firm, owner or partner, as appropriate, must sign the Pre-Qualification Certification form (or Validation form if the firm is already approved).
4. All questions must be answered completely and any Yes answers must be fully explained. Disclaimers, general statements with global qualifications, or notations of Not Applicable (N/A) are not acceptable. Please note that a Yes answer to any question does not automatically result in denial of pre-qualification for a particular procurement.

DEFINITIONS

1. **Affiliate** is defined as any one of the following: (1) any Firm other than Applicant Firm which owns 25% or more of Applicant Firm, such as parent companies or holding companies; (2) a subsidiary or a Firm in which Applicant Firm owns 25% or more; (3) a Firm in which a major stockholder or owner of Applicant Firm owns controlling interest; (4) a Firm with which Applicant Firm has or has had an unseverable business or professional identity, and (5) any permanent or temporary common business enterprise relationship in which the parties share operating responsibility and profits such as joint ventures.
2. **Key Person** – For purposes of pre-qualification a key person is (1) any person in Applicant Firm who owns 10% or more of the Firm and/or those who make decisions with respect to its operations, finances, or policies, such as the President, CEO, CFO, COO, and, in the case of partnerships, the General Partner(s); (2) Corporate Secretaries and Treasurers, as well as Directors, if they meet criteria #1, above; (3) Division or Regional Business Managers who operate away and independently from the Applicant Firm, but only if the division or regional office is bidding directly with the LACMTA.

APPLICATION SUBMITTAL

Do not submit applications with bid or proposal, mail or deliver them to:

LACMTA Pre-Qualification Office
Mail Stop 99-9-1
One Gateway Plaza
Los Angeles, CA 90012-2952

If you have questions, call the Pre-Qualification Office at (213) 922-4130.

Applicant Firm: _____
Tax ID No. or SSN: _____

SECTION I: IDENTIFICATION

1. Identification Of Applicant Firm

A. _____
Name of Applicant Firm

B. _____
Address City State Zip Code

C. _____
(Mailing Address, if different from above)

D. _____
(If doing business with the LACMTA under a DBA or other name, include legal name of the company and Tax ID No., if different)

E. Primary Company Telephone No. () _____ Fax No. () _____

F. Applicant Firm's Contact Person for Pre-Qualification Office follow-up:

| Print or Type Name | Position | E-Mail | Telephone Number |
|--------------------|----------|--------|------------------|
|--------------------|----------|--------|------------------|

G. Has the Applicant Firm changed its address or has the Firm or its owner operated under any other name(s) including other DBAs in the past five years? If yes, explain fully on a separate sheet of paper.
 No Yes

H. Type of business organization: _____

YEAR organization established: _____ NUMBER of current employees: _____

Sole Proprietor Corporation
[Date and State of Incorporation _____]

Limited Liability Corporation (LLC)
(Date and State of Incorporation _____)

Limited Partnership (LP) Limited Liability Partnership (LLP)

General Partnership (GP)

[Date and State of Partnership filing _____]

Other (describe) _____

Applicant Firm: _____

Tax ID No. or SSN: _____

- I. List general type of business in which Applicant Firm is engaged (may include more than one). Attach copies of business licenses, if appropriate:

- J. List type of product or service to be provided to the LACMTA.

SECTION II: OWNERSHIP/MANAGEMENT, PROJECT TEAM MEMBERS, AND RELATED ENTITIES

1. Owners/Key Persons (Pres, CEO, COO, CFO, etc)

List Owners and Key Persons of Applicant Firm. For large publicly traded companies, list only Key Persons. (See DEFINITIONS for clarification if necessary.)

| Full Legal Name | Title | Social Security No. (last four digits only) | % Of Ownership |
|-----------------|-------|---|----------------|
| | | | |
| | | | |
| | | | |

[Use additional sheets if necessary]

2. Affiliations

- A. List Affiliates, subsidiaries, holding companies, joint ventures, etc., of Applicant Firm. If no affiliates, state NONE. N/A is not an acceptable answer. Provide organizational, geographical or functional chart, if it would assist in clarifying the line(s) of authority. (See DEFINITIONS for clarification if necessary.)

| Affiliate Name & Address | Tel. # | % Owned | Top Executive's Name | *Type of Relation |
|--------------------------|--------|---------|----------------------|-------------------|
| | | | | |
| | | | | |
| | | | | |

*Type of Relationship: 1. Joint Venture (JV), 2. Parent Co (PC), 3. Holding Co (HC), 4. Subsidiary (S), 5. Other (O), please explain.

Applicant Firm: _____

Tax ID No. or SSN: _____

B. At any time during the past five years have any Owners or Key Persons of Applicant Firm (if yes, explain fully):

1. Served as Key Person, Officer or Director, in any other Firm not affiliated with applicant Firm? If so, please explain in a separate sheet.

No

Yes

2. Had any ownership interest in any other Firm other than shares of publicly owned companies? If so, please explain in a separate sheet.

No

Yes

SECTION III: CIVIL ACTIONS

If "Yes" to Sections III, IV, or V, provide details including a brief summary of cause(s) of action, indicate if Applicant Firm, Key Person or Affiliate Firms were plaintiffs (P) or defendants (D); define charges explicitly, by what authority, court or jurisdiction, etc. In the case of tax liens, please indicate whether the liens were resolved with the tax authorities. Please submit proof of payment or agreements to pay the liens.

Complete details are required.

1. Violations Of Civil Law

In the past five years has Applicant Firm, any of its Key Persons, or any Affiliate been the subject of an investigation of any alleged violation of a civil antitrust law, or other federal, state or local civil law?

No

Yes

2. Lawsuits With Public Agencies

At the present time is, or during the past five years has the Applicant Firm, any of its Key Persons, or any Affiliate been a plaintiff or defendant in any lawsuit regarding services or goods provided to the LACMTA or to a public agency?

No

Yes

3. Bankruptcy

During the past five years, has the Applicant Firm or any Affiliate filed for bankruptcy or reorganization under the bankruptcy laws?

No

Yes

4. Tax Liens

During the past five years, has the Applicant Firm been the subject of a tax lien by federal, state or any other tax authority?

No

Yes

Applicant Firm: _____

Tax ID No. or SSN: _____

SECTION IV: COMPLIANCE WITH LAWS AND OTHER REGULATIONS

1. Criminal

In the past five years has the Applicant Firm, any of its principals, officers, or Affiliates been convicted or currently charged with any of the following:

A. Fraud in connection with obtaining, attempting to obtain, or performing a public contract, agreement or transaction?

No

Yes

B. Federal or state antitrust statutes, including price fixing collusion and bid rigging?

No

Yes

C. Embezzlement, theft, forgery, bribery, making false statements, submitting false information, receiving stolen property, or making false claims to any public agency?

No

Yes

D. Misrepresenting minority or disadvantaged business entity status with regard to itself or one of its subcontractors?

No

Yes

E. Non-compliance with the prevailing wage requirements of the California or similar laws of any other state?

No

Yes

F. Violation of any law, regulation or agreement relating to a conflict of interest with respect to a government funded procurement?

No

Yes

G. Falsification, concealment, withholding and/or destruction of records relating to a public agreement or transaction?

No

Yes

H. Violation of a statutory or regulatory provision or requirement applicable to a public or private agreement or transaction?

No

Yes

I. Do any Key Persons in Applicant Firm have any felony charges pending against them that were filed either before, during, or after their employment with the Applicant Firm?

No

Yes

2. Regulatory Compliance

In the past five years, has Applicant Firm, any of its Key Persons, or Affiliates:

A. Been cited for a violation of any labor law or regulation, including, but not limited to, child labor violations, failure to pay wages, failure to pay into a trust account, failure to remit or pay withheld taxes to tax authorities or unemployment insurance tax delinquencies?

No

Yes

Applicant Firm: _____

Tax ID No. or SSN: _____

- B. Failed to comply with California corporate registration, federal, state or local licensing requirements?
 No Yes
- C. Had its corporate status, business entity's license or any professional certification, suspended, revoked, or had otherwise been prohibited from doing business in the State of California, in the last three years?
 No Yes
- D. During the past five years, has Applicant Firm or any of its Key Persons had any certificates or certifications revoked or suspended, including disadvantaged-, minority-, or woman-owned business certifications?
 No Yes
- E. Been suspended, debarred, disqualified, or otherwise declared ineligible to bid?
 No Yes

SECTION V: ETHICS

1. Conflict Of Interest

- A. Does the Applicant Firm or any of its Key Persons have any existing relationships that could be construed as either personal or organizational conflicts of interest, or which would give rise to a conflict if Applicant Firm should be a recipient of a contract with the LACMTA?
 No Yes
- B. Has any Owner, Key Person or Project Team member of Applicant Firm ever (if yes explain fully):
1. Been an employee of the LACMTA, or served as a Member of the LACMTA Board of Directors or as an Alternate?
 No Yes
 2. Been related by blood or marriage to an LACMTA employee, LACMTA Board Member or Alternate?
 No Yes

2. Political, Charitable, And Other Contributions

Has the Applicant Firm, any of its Key Persons, or Affiliates ever, regardless of amount:

- A. Given (directly or indirectly), or offered to give on behalf of another or through another person, money, contributions (including political contributions), or other benefits, to any current LACMTA Board Member or Alternate?
 No Yes
- B. Given, or offered to give on behalf of another, money, contributions, or other benefits, directly or indirectly, to any current or former LACMTA employee?
 No Yes

Applicant Firm: _____

Tax ID No. or SSN: _____

- C. Been directed by any LACMTA employee, Board member or Alternate Board member, or contractor to offer or give money, contributions or other benefits, directly or indirectly, to any current or former LACMTA employee, Board member or alternate Board member?
 No Yes
- D. Directed any person, including employees or subcontractors, to give money, contributions or other benefits, directly or indirectly, to any current or former LACMTA employee, Board member, Alternate Board member, or to someone else in order to benefit an LACMTA employee, Board member, or Alternate Board member?
 No Yes
- E. Been solicited by any LACMTA employee, Board member, or Alternate Board member to make a contribution to any charitable nonprofit organization?
 No Yes

IF YES TO ANY OF THE ABOVE, SUBMIT LIST OF CONTRIBUTIONS AND FULL DETAILS.

SECTION VI: ADDITIONAL DOCUMENTATION REQUIRED

Copies of the following documents are to be submitted with this application:

1. Applicant Firm's Current Local Business Licenses, if required by city, county or state, and
2. Applicant Firm's Financial Statements (see specific requirements below):
 - A. PUBLICLY TRADED COMPANIES: Financial information will be accessed on-line. However, if additional information is needed, it will be specifically requested from the firm.
 - B. NON-PUBLICLY TRADED COMPANIES WITH AUDITED OR REVIEWED FINANCIAL STATEMENTS: Statements, including balance sheet, statement of earnings and retained income, with footnotes, for the most recent three years.
 - C. NON-PUBLICLY TRADED COMPANIES WITHOUT AUDITED OR REVIEWED FINANCIAL STATEMENTS: Company generated financial statements, including balance sheet, statement of earnings and retained income for the most recent three years. The Chief Financial Officer of the corporation, a partner, or owner, as appropriate, must certify these financial statements.
 - D. SOLE PROPRIETORSHIPS: Refer to C. If financial statements are not generated, please fill out and sign the Financial Statement form (page 9). Submit one form for each of the most recent three years.

NOTE: The LACMTA reserves the right to ask for additional documentation if it is reasonably required to make a determination of integrity and responsibility relevant to the goods or services the Applicant Firm will provide to the LACMTA if awarded a contract.

FINANCIAL STATEMENT

To be completed by Applicant Firms that do not produce company generated financial statements, including balance sheet, statement of earnings and retained income for the most recent three years (one sheet per year.)

ASSETS

Cash on Hand and in Banks.....\$ _____
 Account and Notes Receivable.....\$ _____
 Fixed Assets (net of depreciation).....\$ _____
 Other Assets.....\$ _____

 Total Assets.....\$ _____

LIABILITIES

Accounts Payable\$ _____
 Notes Payable to Banks in next twelve months\$ _____
 Notes Payable to Others.....\$ _____
 Taxes Payable\$ _____

 Long Term Liabilities (More than twelve months).....\$ _____

 Other Liabilities.....\$ _____

 Total Liabilities.....\$ _____

 Net Worth.....\$ _____

INCOME FROM OPERATIONS

Revenue.....\$ _____
 Interest from Bank Accounts.....\$ _____

 Cost of Goods Sold (if appropriate).....\$ _____

 Gross Profit.....\$ _____

 General & Administrative Expenses\$ _____
 Depreciation\$ _____
 Interest Paid.....\$ _____
 Net Gain or Loss\$ _____

This information is provided for pre-qualification purposes only. It is considered a confidential document not subject to public disclosure under California law.

I hereby certify that the above information is true and accurate to the best of my knowledge and belief. I understand false statements may result in denial of pre-qualification, and possible debarment for a period of five years.

 Signature of Owner or Officer

 Date Signed

 Company Name

 For the Year Ended

 Federal ID #

Applicant Firm: _____
Tax ID No. or SSN: _____

LACMTA PRE-QUALIFICATION VALIDATION

A copy of this VALIDATION must be completed and signed by at least one General Partner, Owner, Principal or Officer authorized to legally commit the Applicant Firm.

RFP or IFB Name and Number: _____

DECLARATION

I, (printed full name) _____, Social Security Number _____ being first duly sworn, hereby declare that I am the (position or title) _____ of (Firm name) _____, and that I am duly authorized to execute this Validation Statement on behalf of this entity. I acknowledge that any false, deceptive or fraudulent statements on this validation will result in denial of pre-qualification. I hereby state:

the Pre-Qualification Application dated _____ on file with LACMTA is correct and current as submitted.

OR

the Pre-Qualification Application dated _____ on file with LACMTA is correct and current as submitted, except as modified by the attached changed pages and/or attachments to said Application. (Applicant may attach additional sheets to describe changes). Attach recent financial statements if previous are more than one year old.

Signature of Person Certifying for Applicant Firm Date

Subscribed and sworn to before me this _____ day of _____,

(Notary Seal or Stamp)

Notary Public Signature

My Commission expires _____

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 sub-consultant for a period of three 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.

Validation Submittal Do not submit validations with bid or proposal, mail or deliver them to:

LACMTA Pre-Qualification Office
Mail Stop 99-9-1
One Gateway Plaza
Los Angeles, CA 90012-2952