Los Angeles County
Service Authority for Freeway Emergencies

Southern California 511 Web & Mobile App Modernization and Operations

RFP No. PS140976 **Issued: 05.14.2026**

LASAFE

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TABLE OF CONTENTS

SECTION 1 – LETTER OF INVITATION 1-0

LETTER OF INVITATION SUPPLEMENT RFP (NON - FEDERAL) 1-4

SECTION 2 – CONTRACT DOCUMENTS 2-0

FIRM FIXED UNIT RATE CONTRACT 2-1

ARTICLE 1: CONTRACT DESCRIPTION 2-2
ARTICLE 2: WORK TO BE PERFORMED 2-2
ARTICLE 3: CONTRACT DOCUMENTS ORDER OF PRECEDENCE 2-2
ARTICLE 4: DEFINITIONS AND INTERPRETATIONS 2-3
ARTICLE 5: PAYMENTS 2-8
ARTICLE 6: PRICING AGREEMENT 2-10
ARTICLE 7: PERIOD OF PERFORMANCE 2-10
ARTICLE 8: LIMITATION OF FUNDS 2-10
ARTICLE 9: CERTIFICATIONS 2-10
ARTICLE 10: PERMITS AND RESPONSIBILITIES 2-10
ARTICLE 11: INSURANCE ★ 2-11
ARTICLE 12: EQUAL OPPORTUNITY ★ 2-11
ARTICLE 13: INDEMNIFICATION ★ 2-11
ARTICLE 14: STANDARD OF PERFORMANCE ★ 2-12
ARTICLE 15: CONTRACTOR STATUS ★ 2-12
ARTICLE 16: SUBCONTRACT CONSIDERATIONS ★ 2-12
ARTICLE 17: THIRD PARTIES ★ 2-13
ARTICLE 18: LA SAFE KEY PERSONNEL 2-13
ARTICLE 19: CONTRACTOR KEY PERSONNEL 2-13
ARTICLE 20: APPROVED SUBCONTRACTORS AND SUPPLIERS 2-14
ARTICLE 21: NOTIFICATION 2-14
ARTICLE 22: SBE PARTICIPATION 2-14
ARTICLE 23: DELIVERY 2-15
ARTICLE 24: AUDIT RIGHTS 2-15
ARTICLE 25: PROGRESS REPORTS 2-15
ARTICLE 26: INSPECTION OF WORK, ACCEPTANCE ★ 2-15
ARTICLE 27: LIQUIDATED DAMAGES 2-16
ARTICLE 28: RIGHTS IN PROPERTY ★ 2-16
ARTICLE 29: TECHNICAL DATA AND INTELLECTUAL PROPERTY ★ 2-18
ARTICLE 30: RIGHTS IN WORK PRODUCTS ★ 2-19
ARTICLE 31: SOFTWARE LICENSING AGREEMENT AND PROVISIONS FOR USE ★ 2-20
ARTICLE 32: WARRANTY ★ 2-20
ARTICLE 33: FINAL PAYMENT 2-21
ARTICLE 34: ASSIGNMENT ★ 2-22
ARTICLE 35: PUBLIC RECORDS ACT ★ 2-22
ARTICLE 36: PROHIBITED INTERESTS ★ 2-22
ARTICLE 37: UNAUTHORIZED WORK ★ 2-23
ARTICLE 38: CHANGES ★ 2-23
ARTICLE 39: NOTICE OF CLAIMS 2-23
ARTICLE 40: DISPUTES 2-24
ARTICLE 41: NO WAIVER 2-24
ARTICLE 42: STOP WORK ★ 2-24
ARTICLE 43: TERMINATION FOR CONVENIENCE ★ 2-25
ARTICLE 44: TERMINATION FOR DEFAULT ★ 2-25
ARTICLE 45: CONFIDENTIALITY ★ 2-26
ARTICLE 46: EMPLOYEE DISCLOSURE RIGHTS 2-26
ARTICLE 47: PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT ★ 2-26

ARTICLE 48: ENGLISH REQUIREMENTS ★ 2-27
ARTICLE 49: ADVERTISING, PUBLICITY, AND NEWS RELEASES★ 2-27
ARTICLE 50: CONTINUITY OF SERVICES ★ 2-27
ARTICLE 51: GOVERNING LAW 2-28
ARTICLE 52: SEVERABILITY 2-28
ARTICLE 53: TIMELINESS 2-28
ARTICLE 54: SPECIAL CONDITIONS (RESERVED) 2-28
ARTICLE 55: ENTIRE AGREEMENT 2-29
ATTACHMENT A - SCOPE OF SERVICE 2-30

3.6 Project Management & Development Plan 2-38
ATTACHMENT B – PRICING AGREEMENT 2-43
ATTACHMENT C – INSURANCE REQUIREMENTS 2-44
ATTACHMENT D – PAYMENT CERTIFICATION 2-46
ATTACHMENT E - REQUEST FOR FINAL PAYMENT 2-47
ATTACHMENT G - DIVERSITY & ECONOMIC OPPORTUNITY DEPARTMENT SBE CONTRACT COMPLIANCE MANUAL 2-48
ATTACHMENT H – RELEASE OF CLAIMS 2-73
ATTACHMENT I – APPROVED SUBCONTRACTORS AND SUPPLIERS 2-74

SECTION 3 – PROPOSAL DOCUMENTS 3-0

INSTRUCTIONS TO PROPOSERS 3-1
IP-01 PRE-QUALIFICATON REQUIREMENTS 3-1
IP-02 BIDDERS LIST FORM 3-1
IP-03 EXAMINATION OF RFP DOCUMENTS 3-2
IP-04 INTERPRETATION OF RFP DOCUMENTS 3-2
IP-05 COMMUNICATION WITH LA SAFE 3-2
IP-06 AMENDMENT 3-2
IP-07 PREPARATION OF SUBMITTAL 3-3
IP-08 MODIFICATIONS AND ALTERNATIVE PROPOSALS 3-3
IP-09 SIGNING OF PROPOSAL AND AUTHORIZATION TO NEGOTIATE 3-3
IP-10 SUBMISSION OF PROPOSAL 3-4
IP-11 PROPOSAL EVALUATION PROCESS 3-4
IP-12 WITHDRAWAL OF SUBMITTAL 3-4
IP-13 PRE-AWARD AUDIT 3-5
IP-14 LA SAFE RIGHTS 3-5
IP-15 PUBLIC RECORDS ACT 3-6
IP-16 DISQUALIFICATION OF PROPOSERS 3-6
IP-17 FILING OF PROTESTS 3-6

SBE INSTRUCTIONS TO PROPOSERS AND FORMS (RFP-SA) 3-8
ATTACHMENT 1- FORM 1 - PROPOSED SUBCONTRACTORS & SUPPLIERS 3-15
ATTACHMENT 1- FORM 2 - COMMERCIAL USEFUL FUNCTION AFFIDAVIT 3-19
ATTACHMENT 1- FORM 3 - BUSINESS DATA SHEET 3-20
ATTACHMENT 1- FORM 4 – SBE AFFIRMATION 3-22
ATTACHMENT 1- FORM 5 – BIDDER LIST FORM BE AFFIRMATION 3-23
ATTACHMENT 1- FORM 6 – SBE REGULAR DEALER DISTRIBUTOR AFFIRMATION FORM 3-24
SUBMITTAL REQUIREMENTS 3-26
ATTACHMENT 3 - EVALUATION CRITERIA 3-36

SECTION 4 – PROPOSAL FORMS 4-0
ATTACHMENT 2A - FORM 60 AND INSTRUCTIONS 4-1
ATTACHMENT 2A - FORM 60 4-4
ATTACHMENT 2 – PRICING SCHEDULE 4-6
ATTACHMENT 5 - PROPOSAL LETTER 4-7
ATTACHMENT 6 - FORM 54 4-11

ATTACHMENT 7 - FORM 55 4-12
ATTACHMENT 8 – REFERENCE CHECK 4-13
LA SAFE TRAVEL AND EXPENSE GUIDELINES 4-14
NO PROPOSAL SUBMITTAL FORM 4-17

SECTION 5 – REQUIRED CERTIFICATIONS 5-0
ATTACHMENT 9 - ETHICS DECLARATION 5-1
ATTACHMENT 10 – GENERAL CERTIFICATIONS 5-7
ATTACHMENT 11 - INSURANCE REQUIREMENTS CERTIFICATION 5-9
ATTACHMENT 12 - NONCOLLUSION AFFIDAVIT 5-10
ATTACHMENT 13 - CERTIFICATE OF COMPLIANCE WITH 49 CFR PART 655 5-11

SECTION 6 - CODES OF CONDUCT★ 6-1
ATTACHMENT F★ - SAFE CODES OF CONDUCT★ 6-1

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

SECTION 1 – LETTER OF INVITATION

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Los Angeles County Service Authority for Freeway Emergencies
Motorist Aid
One Gateway Plaza
Los Angeles, California 90012-2952
213.922.5652 | lasafe.net

May 14, 2026

ATTENTION: Prospective Proposer

SUBJECT: REQUEST FOR PROPOSALS (RFP) FOR RFP No. PS140976 SOUTHERN CALIFORNIA 511 WEB & MOBILE APP MODERNIZATION AND OPERATIONS

NOTE: THIS IS A SMALL BUSINESS ENTERPRISE (SBE) SET-ASIDE PROCUREMENT. FOR INFORMATION ON THE PROGRAM, VISIT METRO.NET/ABOUT/DOING-BUSINESS-WITH-METRO/

The Los Angeles County Service Authority for Freeway Emergencies (LA SAFE) has established a contracting opportunity to provide technical support and project management services as outlined in the Scope of Service. The resultant Contract, if awarded, will be state/locally funded, and is subject to fiscal year funding.

LA SAFE is an independent public agency established pursuant to California Streets and Highways Code Sections 2550 et. seq. LA SAFE obtains administrative support from the Los Angeles County Metropolitan Transportation Authority (Metro) including procurement services, inclusive of SBE programs.

You are requested to submit a proposal to furnish all of the labor, materials, and other related items required for the performance of a contract resulting from RFP No. PS140976141039 on a Firm Fixed, Unit Rate Price basis. This Contract will be for a term of three (3) years.

Proposal Due Date:

Proposals for the above-identified Solicitation must be submitted via email submission to **bids@metro.net** ; **Cc: anayag@metro.net** and received by Metro no later than **2:00 p.m. PDT on Wednesday, June 17, 2026**.

The Submittal Requirements can be found in Section 3 –Proposal Documents-page 3-23.

Proposals shall be submitted via email and must adhere to the requirements stated below:

A. Subject line must contain the LACMTA Contract Administrator First and Last name, and the RFP Number. If more than one email is required for proposal submittal, the bidder/proposer must indicate in the subject line, submittal 1 of 5, 2 of 5, etc.

B. Proposals shall be submitted no later than the proposal due date and time.

C. Individual email submittals should be no larger than 20MB.

D. It is recommended that proposers send their email with a Delivery and Read receipt for their records. Additionally, proposers should send a verification email to the named Contract Administrator of the RFP after the email submission of proposal to bids@metro.net. The verification email should indicate that a proposal has been submitted for RFP No. PS141039 on X number of emails.

Pre-Proposal Conference:
A virtual Pre-Proposal Conference will be held on Thursday, May 21, 2026 at 1:00 p.m. PDT. See details below. Attendance is not mandatory to be considered for award of a contract; however, attendance is encouraged.

Pre-Proposal conference	
Time and Date:	Thursday, May 21, 2026, at 1:00 p.m. PDT.
Location:	Virtual
Link and Phone Number:	**Virtual Pre-Proposal Conference Link:** **Microsoft Teams meeting** **Join: Join Now** **Meeting ID: 270 245 878 891 137** **Passcode: A9C8t9PA**
	Dial in by phone **+1 213-279-1001,,521137126#** United States, Los Angeles **Find a local number** Phone conference ID: 521 137 126#

Questions:
Questions are to be submitted to **anayag@metro.net** by 2:00 P.M on Thursday May 28, 2026.

Clarifications
Clarifications will be sent on Friday June 5, 2026.

Proposal Evaluation:
Proposals will be evaluated in accordance with the Evaluation Criteria listed in Section 3 – Proposal Documents.

Scope of Service
This solicitation incorporates the Scope of Service (SOS) document(s) as an attachment with the same force and effect as if it were provided in this solicitation in full text. Please see Attachment A for the full text of the Scope of Service document(s).

Availability of Solicitation Documents:
The RFP documents available for review on the Internet at "**Metro Vendor Portal**"

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

LA SAFE

- Gabriel Anaya, Contract Administrator - Email: **anayag@metro.net**
  RFP No. PS140976
- Diversity & Equal Opportunity, (213) 922-2600
- Ethics or Lobbyist Registration Information, (213) 922-2900

*If after review of this RFP a decision is made to not submit a proposal, please complete the NO PROPOSAL SUBMITTAL Form found in Section 4 and submit to the Contract Administrator via email (**anayag@metro.net**).*

Prospective proposers are advised that short-list interviews may be conducted in the evaluation process during the week of July 13, 2026.

Basis of Award:
The Contract award will be made to the proposer whose proposal meets the requirements of the RFP and is most advantageous to the LA SAFE based upon the stated Evaluation Criteria. LA SAFE reserves the right to reject any or all proposals, to waive informalities or irregularities to the extent permitted by law in any proposal received, and to be the sole judge of the merits of the respective proposal received.

Scope of Service:
This solicitation incorporates the Scope of Service (SOS) documents under Attachment A.

SBE Requirements:
THIS IS A SMALL BUSINESS ENTERPRISE (SBE) SET-ASIDE PROCUREMENT. FOR INFORMATION ON THE SET-ASIDE PROGRAM, VISIT METRO.NET/ABOUT/DEOD

Issued by:

Los Angeles County Service Authority for Freeway Emergencies

Gabriel Anaya

Gabriel Anaya
Senior Contract Administrator

LETTER OF INVITATION SUPPLEMENT RFP (NON - FEDERAL)

Proposers are hereby notified that:

This project is funded, in whole or in part, with non-federal funds and will comply with Metro's Small Business Enterprise (SBE) and Disabled Veteran Business Enterprise (DVBE) Program requirements. Metro shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any non-federally funded contract or in the administration of its SBE program.

Please note: Proposers are notified of changes made to this Invitation Supplement.

The box checked below is applicable for this contract:

☒ A. Metro has determined that this solicitation is a race neutral **"Small Business Enterprise Set-Aside"** project, pursuant to the Metro SBE Program Race-Neutral SBE Set-Aside Policy:

1. Offerors are hereby notified that bids or proposals for this state and/or locally funded project shall only be considered from certified SBE Firms on accordance with Metro SBE Certification requirements.

2. Offerors must be certified by Metro as an SBE at the time of bid or proposal due date to be eligible for a set-aside contract award. Offeror shall provide, as part of its bid/proposal, copies of SBE certification letters issued by Metro.

3. Any firm seeking to be certified as an SBE shall comply with Metro's SBE certification process detailed in Metro's website at **Small Business Prime Program**

4. Offerors must perform a commercially useful function (CUF) during the performance of the contract. An SBE is presumed to be performing a CUF when it performs and exercises responsibility for at least thirty percent (30%) of the total cost of the contract work with its own workforce.

5. Offerors shall provide Metro, as part of its bid/proposal, a complete list (including names and addresses) of all subcontractors (SBE and non-SBE) who will perform any portion of the contract work. Instructions to Offerors provide the SBE Set-Aside Forms that must be completed and submitted by all Offerors at time of bid or proposal due date.

☐ B. METRO HAS RECOMMENDED AN SBE/DVBE GOAL FOR THIS PROJECT IN THE PERCENTAGE OF:

____ Percent (XX %) of the Total Contract Price

1. The SBE/DVBE goal is inclusive of a (XX%) SBE goal and a (X%) DVBE goal.

2. For an Offeror to be considered responsive to the SBE/DVBE goal, it must document that they obtained enough SBE/DVBE participation to meet or exceed the goal at

time of proposal due date. If the SBE/DVBE goal is not met at the time of proposal submittal, Offerors must submit Good Faith Efforts (GFE) documentation with its proposal. Offerors determined to have not adequately documented GFE will be deemed non-responsive to the SBE/DVBE goal. Offerors are referred to the SBE/DBVE Instructions to Proposers for additional GFE requirements.

3. Offerors shall provide Metro, as part of its proposal, a complete list (including names and addresses) of all subcontractors who will perform any portion of the required scopes of work. Offerors shall include the scope of work and dollar amount(s) committed to each subcontractor.

4 SBE/DVBE Instructions provide guidelines on how SBE/DVBE commitments will be counted toward the goal and designate the SBE/DVBE Commitment Forms that must be completed and submitted by all Offerors by the proposal due date.

6. The level of SBE/DVBE participation Offerors commit to in its proposal becomes the Offeror's SBE/DVBE contract commitment. The SBE/DVBE commitment will be listed in the Special Provisions of the contract and shall be enforced by Metro. After award, SBE/DVBE commitments shall apply to contract options, changes and/or modifications. Metro will monitor SBE/DVBE commitments throughout the contract term, as described in the Contract Compliance Manual (Non-Federal), General Conditions and Special Provisions of the contract.

7. Firms must be SBE and/or DVBE certified **by the proposal due date** to be counted toward the listed contract goal. Metro will accept the following SBE and DVBE certifications from the below listings:

   A. Metro certified Small Business Enterprise firms: A list of Certified SBE firms was provided in the RFP for your convenience, and shall be used to assist with outreach efforts. You may also locate Metro SBE firms for outreach through the Metro SBE Query Directory at **http://smallbusinessquery.metro.net/main**

   B. Disabled Veteran Business Enterprise: The California Department of General Services (DGS)- DVBE Directory can be found and used for outreach on the DGS website at **https://caleprocure.ca.gov/pages/sbdvbe-index.aspx**

   C. Offerors shall submit, as part of its proposal copies of all SBE/DVBE certification letters.

☐ C. A SBE/DVBE GOAL WAS NOT RECOMMENDED FOR THIS PROJECT

Pursuant to the SBE/DVBE Program, if the Proposer identifies subcontracting opportunities in the solicitation process or during the performance of the contract, Metro expects the Proposer to afford equal opportunities available to SBE and DVBE firms.

SECTION 2 – CONTRACT DOCUMENTS

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LOS ANGELES COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

CONTRACT NO. RFP No. PS140976

SOCAL 511 TRAVELERS INFORMATION SYSTEM VOICE SERVICES

FIRM FIXED UNIT RATE CONTRACT

BETWEEN

LOS ANGELES COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

AND

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

TO BE FILLED IN AT TIME OF AWARD

EFFECTIVE DATE

LOS ANGELES COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

CONTRACT NO: RFP No. PS140976

SOUTHERN CALIFORNIA 511 WEB & MOBILE APP MODERNIZATION AND OPERATIONS

FIRM FIXED, UNIT RATE CONTRACT

Between

LOS ANGELES COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES
ONE GATEWAY PLAZA
LOS ANGELES, CA 90012-2952

and

(NAME OF CONTRACTOR TO BE FILLED IN AT TIME OF AWARD)
ADDRESS
CITY, STATE, ZIP

ARTICLE 1: CONTRACT DESCRIPTION

This Contract is entered into by and between the Los Angeles County Service Authority for Freeway Emergencies (LA SAFE) and _____ (Contractor) for the work described in Article 2. LA SAFE expressly reserves the right to contract for performance of the Work described herein through other Contractors.

ARTICLE 2: WORK TO BE PERFORMED

Contractor shall perform the Work as is more fully described in the Scope of Service (Attachment A), to provide to LA SAFE'S Project Management technical support services.

ARTICLE 3: CONTRACT DOCUMENTS ORDER OF PRECEDENCE

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

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

1. Amendments (later Amendments having precedence over earlier Amendments), with each Amendment taking its order of precedence from the document it modifies.

2. Special Conditions

3. Contract Terms and Conditions.

4. Scope of Service (Attachment A)

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

ARTICLE 4: DEFINITIONS AND INTERPRETATIONS

Capitalized terms, abbreviations and symbols used in this Contract are defined in this Article. Additional terms may be defined in the Special Provisions or the Scope of Service.

A. Definitions. The following terms used in this Contract are defined below:

Acceptance:	Documentation prepared by LA SAFE or its Authorized Representative attesting to the completion of all of the Services under the Contract or specified portion thereof.
Amendment:	A unilateral written order by LA SAFE's Contracting Officer directing a Change (also defined as Change Order (CO)).
Approve:	LA SAFE written confirmation of documents presented by and/or actions of the Contractor related to the Services under the Contract.
Applicable Laws:	"Applicable Laws" means all statutes, ordinances, regulations, policies and guidelines (including, without limitation, Environmental Laws and Disability Laws) enacted by Governmental Authorities, codes adopted or promulgated by Governmental Authorities (including, without limitation, building and health and safety codes), lawful orders of Governmental Authorities and common law, including, but not limited to, principles of equity applied by the courts, which are in effect at the time the Services or other obligations that are required under or in connection with the performance of this Contract, and relevant and applicable to the Scope of Service under the Contract, including without limitation all of the Regulatory Requirements.
Authorize:	LA SAFE's written permission to Contractor for actions to

	be completed.
Authorized Representative:	Person or firm empowered to act for or in the place of the named business or governmental entity.
Chief Executive Officer:	The Chief Executive Officer (CEO) of LA SAFE.
Change:	Substitutions, additions, or deletions which result in revisions to the Contract. Change does not mean work performed by the Contractor to correct defective Services caused by the Contractor's negligent acts, errors or omissions.
Claim:	A written demand by one of the Contracting Parties for: 1. Time extension; and/or 2. Payment of money.
Consultant:	The person, firm, or corporation supplying the Work under the Contract, also defined as the Contractor.
Contract Documents:	The Contract Documents consist of the Form of Contract, General Conditions, Special Provisions, Regulatory Requirements, Statement of Services, manuals, certifications, specifications, and all other terms, conditions, requirements and directions that collectively constitute the obligations of the Contractor in the performance of the Services, including all exhibits, attachments, appendices, and amendments to the foregoing and all Modifications and Change Orders. Task Orders are Contract Documents when fully executed and issued by LA SAFE to the Contractor.
Contracting Officer:	The CEO or a designated representative who is Authorized and empowered to execute contracts, contract Modifications, Change Orders, and agreements on behalf of LA SAFE.
Correct Invoice:	An invoice submitted by Contractor with all required supporting documentation and accepted by LA SAFE project management.
Cure Notice:	Written notice from LA SAFE to the Contractor to correct Services performed not in conformance with the Contract.

Days:	Unless otherwise stated, "days" shall mean calendar days. When a required submittal falls on a non-business day, submittal shall be on the next business day.
Equipment	a. Any and all machinery, systems, assemblies, sub-assemblies, products, material fittings, devices, appliances, fixtures, apparatuses, hardware, Software, Source Code, Object Code, Data, Documentation, supplies and parts used by the Contractor or provided by the Contractor to LA SAFE pursuant to this Contract. b. Except as the term is used in the bullet above of this definition, the combination of all of the Components and Work in a fully operating whole, and functioning in full compliance with all of the terms and conditions of this Contract.
Goods:	Equipment, material and/or products required to perform the Services. Goods may be furnished by LA SAFE or required to be furnished by the Contractor.
Government Authorities:	Any federal, state, or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity.
Home Office:	The home office(s) of the Contractor's firm.
Invoice:	A request for payment for Services performed.
LACMTA:	The Los Angeles County Metropolitan Transportation LACMTA (LACMTA) or its successor, or any successor in interest, or its Authorized Representative.
LA SAFE Officer:	LA SAFE Board Members and any individual Authorized to act for LA SAFE.
Modification:	Any written addition, deletion, adjustment or alteration to the Contract, whether arising out of the unilateral exercise by LA SAFE of any right under the Contract, or by mutual agreement/action executed by the Parties. A Modification may be unilateral or bilateral, and includes Change Orders, adjustments in quantities, extensions of time, administrative changes and adjustments, and all other actions and events that result in an alteration, correction or adjustment of the Contract.

Notice of Termination:	Written notice from LA SAFE to the Contractor terminating the Contract, or a portion thereof, either for convenience of LA SAFE or for default due to the Contractor's failure to perform its contractual obligations.
Parties:	LA SAFE and the person(s), governmental entities, or business entities entering into the Contract.
Period of Performance:	The total time period allowed for completion of all Services under the Contract
Program:	Existing and planned collective projects that are and will be operated by LA SAFE.
Progress Reports:	Contractor status reports required for submittal on periodic basis as delineated in the SOW or Schedule.
Project:	The Contract Scope of Services for a portion of LA SAFE Programs as defined in the Form of Contract
Request for Substitution:	Goods, service(s), system(s) or subcontractor(s) that the Contractor requests to use in lieu of that specified in the Contract.
Schedule:	A time phased Project execution plan that identifies all activities necessary to implement a given Project and Contract in a logical time phased manner. The Contract Schedule provides the start and completion date of each activity and its Milestones. The Project Schedule shall include the Milestones for the entire Project.
Scope of Services (Services):	Description of the sum total of productive and operative efforts used to generate the results specified, indicated, or implied in the Contract, including all technical and professional services, and Goods used during all related activities whether originally or subsequently Scheduled.
Special Provisions:	Requirements applicable to the Contract that invoke, modify, and/or supplement the General Conditions
State:	The State of California.
Subcontractor:	Any individual, firm, partnership, corporation, joint venture or combination thereof, other than employees of the Contractor, that enters into a legal agreement with the Contractor to furnish Services, labor or Goods as a portion of the Services. Unless otherwise specified, Subcontractors includes Subcontractors of any tier.

Supplier:	Any individual, firm, partnership, corporation, joint venture, or combination thereof, other than employees of the Contractor, or Subcontractor that enters into a legal agreement with the Contractor and that manufactures, distributes or furnishes tangible Goods as a portion of the Services, with Services usually limited to delivery and/or required testing.
Work	a. The goods, Equipment and materials, and all productive/operative efforts and services provided to generate the results specified, indicated or implied in the Contract including all technical and professional services to complete the project described in the Scope of Service; may also refer to work in progress. b. The actual products and results specified, indicated, or implied in the Contract, including all required Documentation; c. Where the product is the manufacture, construction or furnishing of Equipment, the delivery of the fully functional product, including all required documentation, in accordance with the Contract; d. All Schedules and Work plans; e. All Goods Furnished and used to complete the Equipment and Work described in the Contract. f. Work in progress, including without limitation the Contractor's calculations, supporting materials, data, and information concerning the Work and other documentation, including computer programs and printouts, data regarding remedial efforts and actions taken by Contractor in assessing failed Acceptance of any Work, and all other information that LA SAFE determines is necessary or desirable for its inspection and review.
Worksite:	The location where the Contractor's Services will be performed as defined in the Contract. The term may include the location of work performed by others (i.e., the construction site of a Project).

B. Review and Explanation. The Contractor shall carefully study all contract documents, promptly notify LA SAFE of all errors, inconsistencies, and/or omissions it discovers, and obtain specific instructions in writing from la safe before proceeding. Contractor shall also request in writing written explanations as necessary to further detail or explain performance of work and shall conform to the explanation given. Work performed prior to receipt of additional explanation shall be at contractor's sole risk.

C. Intent. Omissions or misdescription of any work that is customarily performed or clearly necessary to carry out the intent of the contract shall not relieve the contractor from performing such work at no additional expense and/or delay, and such work shall be performed as if fully and correctly set forth in the contract.

D. Interpretation

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

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

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

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

D. Headings. The various topical headings contained in the Contract are intended for convenience only and shall not affect the meaning or interpretation of the Contract or any of its provisions.

ARTICLE 5: PAYMENTS

A. Compensation. The total Not to Exceed (NTE) Contract value for Technical Support Services during the 3-year Contract period, is $xxx.

B. The Contract prices in the Pricing Schedule (Article 6) include all costs to perform the Scope of Service (Attachment A), including, but not limited to: salary, wages, labor, facilities, overhead, equipment, licenses, general and administrative expenses, travel, taxes in effect on the date the proposal was due, other direct costs related to performance, profit, and all costs and expenses of complying with Contract terms. Except as provided in the Clause entitled "CHANGES", the prices in Article 6, Pricing Schedule, reflect the firm compensation for completion of all Work

C. Taxes. The Contractor is responsible for ascertaining and paying all applicable taxes when due. The contract pricing as provided in Article 6, Pricing Schedule, shall be inclusive of all applicable taxes and fees.

D. Discount. (RESERVED)

E. Invoice Requirements. Contractor may submit invoices monthly for work performed in the prior month after deliverable(s) acceptance. Invoices must be submitted on Contractor's letterhead, be signed by an authorized representative, and include the following information:

1. Payment Certification (Attachment D);
2. Date of submittal;
3. Invoice number
4. Contract number;
5. Contractor's taxpayer identification number
6. Time period covered;
7. Quantities shipped with shipping number and date of shipment (if applicable);
8. Narrative of worked performed and/or services provided and by whom;
9. Non-recurring engineering milestones and installation (if applicable);
10. Evidence to support claimed costs;
11. Certification that all subcontractors and suppliers have been timely paid;
12. A description of activities performed by Contractor and subcontractors in sufficient detail to define the work performed, quantities shipped, and milestones completed, and hours allocated to each activity; and,
13. Invoices shall be submitted via email to **accountspayable@metro.net** with a copy to the Project Manager and Contract Administrator.

The Invoice for Final Payment shall be marked **FINAL** and a copy sent to the LA SAFE's Authorized Representative along with the Request for Final Payment Certificate (Attachment E).

Effective January 1, 2009, LA SAFE 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.

F. Deductions. Payments are subject to adjustment for the assessment of any Liquidated Damages per Article 27.0 that are not paid by Contractor.

G. Acceptance: Payments to the Contractor for Work Performed do not necessarily constitute acceptance.

H. Payments. Unless a discount is offered for prompt payment under Article 5.D., Contractor will be paid the Contract prices for Work delivered within 30 days of submission of proper invoices. The due date for payments will be computed from the receipt date of correct invoice for the prior month's Work. Payment shall be considered as being made on the day a check is dated. No interest or penalty fee will be paid for late payments of invoices.

I. Retention. LA SAFE shall deduct and retain a maximum of ten percent (10%) from each progress payment. Such amounts will be retained until thirty (30) days after LA SAFE has determined the Contractor has completed the entire contract and LA SAFE has accepted all Work. Upon Final Acceptance, the Contractor shall submit an Invoice for release of retention in accordance with the terms of the Contract.

ARTICLE 6: PRICING AGREEMENT

(Attachment B to be inserted at Contract Award)

ARTICLE 7: PERIOD OF PERFORMANCE

The Effective Date of this Contract is **(insert date)**. The Period of Performance of this Contract is three (3) years and shall begin on **[insert either the Effective Date or the date set forth in the Notice to Proceed]** (hereinafter "Commencement Date"). Contractor shall complete all Work under the base Contract within the three (3) years after the Commencement Date (Month 2026), unless this Contract is terminated earlier or extended by LA SAFE, in writing, as provided in the Contract.

ARTICLE 8: LIMITATION OF FUNDS

Funding for this Contract is based on the availability of funds as determined by LA SAFE's fiscal budget, which runs July 1 through June 30. If funding is not approved for any subsequent year during which this Contract is in effect, a stop work notification will be issued. If funds to effect continued payment are not appropriated, Contractor agrees to take back any affected goods furnished under this Contract, terminate any Work in progress under this Contract, and relieve LA SAFE of any further obligation therefore.

ARTICLE 9: CERTIFICATIONS

The Contractor Certifications submitted in response to the solicitation document for this Contract are hereby incorporated by reference and made a part of this Contract as if attached hereto.

ARTICLE 10: PERMITS AND RESPONSIBILITIES

The Contract price includes all costs of obtaining necessary licenses and permits, and for complying with Federal, State, and municipal laws, codes, and regulations applicable to Work performance. The Contractor shall be responsible for all materials delivered and Work performed until completion and acceptance of the Work. In the event any license(s) and/or permit(s) expire at any time during the term of this Contract, Contractor agrees to provide LA SAFE a copy of the renewed license(s) and/or permit(s) within thirty (30) calendar days of the expiration date.

ARTICLE 11: INSURANCE ★

See Attachment C.

ARTICLE 12: EQUAL OPPORTUNITY ★

A. Discrimination. During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and shall not deny family care leave. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

B. Fair Employment and Housing. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

ARTICLE 13: INDEMNIFICATION ★

A. Breach. Contractor shall defend, indemnify and hold LA SAFE, its agents and officers and employees free and harmless from all claims, damages, liability, losses and expenses arising or resulting from (i) any act or omission of Contractor in performing the Work, (ii) any default by Contractor or breach of its obligations hereunder; (iii) Contractor's violation of or failure to comply with any applicable law, Executive Order or regulation; or (iv) any defect(s) in the products furnished. Contractor shall pay the full cost of the defense and any resulting judgments. This indemnity shall survive termination or final payment under this Contract.

B. Liability. Contractor shall indemnify, defend and hold harmless LA SAFE, its officers, agents and employees from any and all claims, damages, liability, expenses, and losses (including defense costs), arising or resulting from any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying Work, services, materials or supplies in connection with the performance of

this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by Contractor in the performance of this Contract, except to the extent that Liability is caused by and arises out of the negligence of LA SAFE, its officers, agents and employees. Contractor shall have no liability arising or resulting from the quality of data received from external data providers.

ARTICLE 14: STANDARD OF PERFORMANCE ★

The Contractor shall perform and require its subcontractors to perform the Work in accordance with professional standards of skill, care, and diligence adhered to by firms recognized for their expertise, experience and knowledge in performing similar work. The Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Work, it being understood that LA SAFE will rely upon such professional quality, accuracy, completeness, and coordination in utilizing and accepting the Work. LA SAFE may require removal of any Contractor personnel at any level if it considers such removal in the best interests of LA SAFE and requests such removal in writing. Such personnel shall be promptly removed from performing any work or duties associated with this Contract, shall not be re-employed under this Contract and shall be replaced with qualified personnel, if required, at no cost or expense to LA SAFE. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Contract.

ARTICLE 15: CONTRACTOR STATUS ★

A. Experience and Performance. The Contractor represents that it is fully staffed, experienced, properly qualified, licensed, equipped, organized, and financed to perform the Work. The Contractor shall perform the Work and require subcontractors to perform Work in accordance with their own methods and in compliance with Contract terms.

B. Agency. The Contractor is not an agent, officer, or employee of LA SAFE in performing this Contract and shall maintain complete control over its employees, subcontractors and suppliers.

C. Responsibilities. The Contractor is responsible for all Contract performance requirements, including the acts and failures to act of subcontractors. The Contractor shall have sole responsibility for promptly settling any disputes between its subcontractors and between subcontractors and any of their subcontractors. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor’s fault or negligence.

ARTICLE 16: SUBCONTRACT CONSIDERATIONS ★

A. Subcontract Flowdown Requirements. All provisions required by law, regulation, rule, or this Contract shall apply to subcontracts of any tier. The complete text of all clauses except 11 Insurance in this Contract identified with a star (★) next to the title shall be included in all subcontracts of any tier.

B. Subcontractor and Supplier Approval and Replacement. LA SAFE shall approve all subcontractors and suppliers used in support of this Contract in advance. LA SAFE may

require removal or replacement of any subcontractor or supplier if it considers such removal in the best interests of LA SAFE and requests such removal in writing. Replacement of subcontractors and suppliers shall be conducted pursuant to Article 16-C below.

C. Approval to Substitute Subcontractors and Suppliers. If Contractor desires or is required to substitute or replace an approved subcontractor or supplier listed in Article 20, Approved Subcontractor and Suppliers, Contractor shall submit a written proposal to the LA SAFE Project Manager. The proposal shall include the following information: reason for substitution/replacement, name of proposed replacement subcontractor or supplier, business address and complete contact information including email address, license number(s) and expiration date, SBE/DBE and certification status, and the proposed work to be performed by said subcontractor or supplier. LA SAFE will promptly review the proposal and provide a written determination regarding the change. No extension of time will be granted for replacement of subcontractors and suppliers, and LA SAFE will not be responsible for delays incurred by the Contractor due to timely disapproval of a subcontractor or for the late submittal for acceptance of a subcontractor, or because of a subcontractor's removal from the project. The Contractor may perform the Work itself with qualified personnel upon written approval of LA SAFE. Contractor shall not use a proposed subcontractor or supplier until it receives LA SAFE's prior written approval.

D. Payment of Subcontractors. If subcontractor performance is satisfactory, Contractor shall pay each subcontractor under this Contract within ten (10) days of receipt of each LA SAFE payment.

ARTICLE 17: THIRD PARTIES ★

LA SAFE is the third party beneficiary of any subcontract and shall have the right to enforce all subcontract terms for its own benefit. All guarantees and warranties, express or implied, shall inure to the benefit of LA SAFE upon completion of the Work. In the event of any claim or dispute arising under a subcontract, the subcontractor shall look only to the Contractor for payment, redress, relief, or other satisfaction. Subcontractor hereby waives any claim or cause of action against LA SAFE arising out of any subcontract.

ARTICLE 18: LA SAFE KEY PERSONNEL

The following are LA SAFE's key personnel assigned to manage the Work under this Contract. The Project Manager is responsible for the technical aspects of Contract performance. The Contract Administrator is responsible for all contractual aspects of Contract performance.

Name	Title	Email

ARTICLE 19: CONTRACTOR KEY PERSONNEL

The following are Contractor's key personnel assigned to perform the Work under this Contract. The Contractor's Project Manager shall supervise and direct the Work and have overall responsibility for the implementation and performance of Work in accordance with this Contract.

Name	Title	Phone No

During the first 6 months of contractual performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify LA SAFE within 10 calendar days after the occurrence of any of these events and shall deliver resumes of proposed substitutes with comparable qualifications. LA SAFE will notify the Contractor within 15 calendar days after receipt of all required information of its decision to accept proposed substitutions. The Contract may be modified to reflect the changes, if necessary.

ARTICLE 20: APPROVED SUBCONTRACTORS AND SUPPLIERS

Subcontractor/Supplier Work to be Provided License Type/Number Minimum Amt

ARTICLE 21: NOTIFICATION

All notices hereunder and communications regarding interpretation of these Contract terms or changes thereto shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To LA SAFE:
Los Angeles County SAFE
Attn: Gabriel Anaya, Contract No PS140976
One Gateway Plaza, MS 99-9-1
Los Angeles, CA 90012-2952

To Contractor:
TBD
Address
City, State, Zip Code

ARTICLE 22: SBE PARTICIPATION

The Contractor shall ensure that all Small Business Enterprise (SBE) requirements specified in the Contract Compliance Manual (Non-Federal) shall be met. The Contract Compliance Manual (Set-Aside), also referred to as SBE Manual (SBE) Form 088 found in Section 2 (Attachment G) of this Contract.

The level of SBE participation that the Contractor committed to in its Proposal is the Contractor's level of SBE commitment for the life of the contract. The SBE commitment for this project is One Hundred Percent (100%) of the total contract price. Achievement of the SBE commitment shall be determined by the Work actually performed by SBEs. The designated SBE firm(s) under this Contract is/are the following:

Subcontractor	Services Performed	License Type and Number	DVBE/SBE

ARTICLE 23: DELIVERY

A. Time and Schedule. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as days, means calendar days unless otherwise specified.

B. Delivery. All equipment shall be furnished "F.O.B. Destination". Contractor is responsible for all freight, crating, unloading, and other incidental costs necessary to accommodate delivery.

C. Variation in Estimated Quantity. No adjustment will be made in the Contract price for reason of fluctuation in the estimated quantities.

ARTICLE 24: AUDIT RIGHTS

The Contractor shall keep and maintain full and complete accounting books, records of account of its costs and expenses claimed to be due and payable relating to the performance of the services in accordance with Generally Accepted Accounting Principles (GAAP). Upon reasonable advance written notice LA SAFE, its representatives or other authorized agencies shall have access at all reasonable times to all records and data maintained by the Contractor for the purposes of performing financial, compliance and performance audits related to the Work under this agreement. LA SAFE shall also have the right to reproduce, photocopy, transcribe or download data and information at all reasonable times, and without charge. LA SAFE shall make reasonable efforts to assure that any such representative is not a competitor of the Contractor to which the disclosure of such information would have a detrimental effect on the Contractor's business. The Contractor shall keep and preserve all such books, records, accounts, and any other documents for a period of a least three (3) years from and after completion of the Work after final payment or if this contract is terminated in whole or in part after the final termination agreement.

ARTICLE 25: PROGRESS REPORTS

Contractor shall submit progress reports and attend meetings with LA SAFE personnel at intervals determined by LA SAFE to provide project status and afford occasions for productive exchange. If applicable, Contractor shall hold a final meeting to present findings, conclusions, and recommendations.

ARTICLE 26: INSPECTION OF WORK, ACCEPTANCE ★

A. Rights. Work furnished by the Contractor shall be subject to inspection, test, and acceptance by LA SAFE. LA SAFE reserves the right to reject and return, at Contractor expense, defective or noncompliant Work. LA SAFE may require the Contractor to re-perform noncompliant Work at Contractor expense and/or take necessary action to ensure that future performance conforms to Contract requirements. LA SAFE may reduce the Contract price to reflect reduced value of Work performed. LA SAFE may, at its sole discretion, deduct any and all costs associated with any rejected or noncompliant Work performed by the Contractor from any Contractor invoice. LA SAFE may also withhold payment on any invoice in part or in whole until LA SAFE has determined that

the Contractor has to LA SAFE's satisfaction resolved any and all issues with regards to defective or noncompliant Work. Defects or noncompliance shall not be deemed waived by LA SAFE's failure to notify Contractor upon receipt of Work or by payment of invoices.

B. Responsibilities. Neither the inspection nor lack of inspection of Work shall relieve the Contractor's responsibility to meet Contract requirements regarding defects or failures, which may be discovered. Except as otherwise provided herein, acceptance by LA SAFE shall be final, except as regards latent defects, product defects, fraud, or such gross mistakes as amount to fraud.

C. Review. Contractor shall permit LA SAFE to review procedures, practices, processes, supporting materials, computer records, and related documents which LA SAFE determines are required to inspect and review the Work and verify Contract compliance. The Contractor shall furnish sufficient and convenient facilities for such inspection and review, and shall grant LA SAFE's designated representatives free access at all reasonable times to all locations where Work is performed.

D. Title. Title to items furnished under this contract shall pass to LA SAFE upon acceptance, regardless of when or where LA SAFE takes physical possession

ARTICLE 27: LIQUIDATED DAMAGES

LA SAFE will monitor and evaluate Contractor's performance each month to determine if the performance and service level requirements in Attachment A – Scope of Services are being met.
LA SAFE may impose liquidated damages on Contractor is response to non-compliant issues. In the event LA SAFE is aware of a non-compliant issue, LA SAFE will provide written notice of the non-compliant problem and assess liquidated damages according to the number of noncompliance
points earned according to the table in Attachment A – Scope of Services (§3.8.10 SoCal 511 Voice Services – KPO & Liquidated Damages Table). The value of those noncompliance
points/penalties are outlined in §3.8.10 SoCal 511 Voice Services – KPO & Liquidated Damages Table. Contractor will then have five (5) business days in which to respond and provide corrective action. In the event that LA SAFE becomes aware of Contractor's noncompliance
after payment of an invoice, LA SAFE reserves the right to impost any liquidated damages in arrears. Should Contractor continue to operate in a non-compliant state for any performance standard or level of service, LA SAFE reserves the right to take further action up to and including Termination for Default as described in Article 44 of the Form of Contract. LA SAFE, in its sole discretion, may temporarily waive a metric if it determines that it is in its best interest to do so.
□

ARTICLE 28: RIGHTS IN PROPERTY ★

A. Title

1. All property purchased by the Contractor for LA SAFE under this Contract and all property furnished by LA SAFE and delivered to the Contractor under this Contract, shall be hereinafter referred to as LA SAFE Property. Title to any LA SAFE Property that is not already owned by LA SAFE shall pass to and vest in LA SAFE upon the vendor's delivery and acceptance of such property by the Contractor. Title to any LA SAFE property already owned by LA SAFE shall remain with LA SAFE.
2. Title to LA SAFE Property shall not be affected by its incorporation into or attachment to any property not owned by LA SAFE, nor shall LA SAFE Property become a fixture or lose its identity as personal property by being attached to any real property.
3. The title transferred shall in each case be good, and free and clear from any and all security interests, liens, and/or other encumbrances. The Contractor shall not pledge or otherwise encumber the items in any manner that would result in any lien, security interest, charge, and/or claim upon or against said items.
4. The Contractor shall promptly execute, acknowledge, and deliver to LA SAFE proper bills of sale or other written instruments of title in a form as required by LA SAFE; said instruments shall convey to LA SAFE title to material free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.

B. LA SAFE Property shall be used only for performing Work on the Contract, unless otherwise provided in the Contract or approved by LA SAFE's Contract Administrator.

C. Property Administration
1. The Contractor shall be responsible and accountable for all LA SAFE Property provided under the Contract and shall submit an inventory list, or revised list, in a form acceptable to LA SAFE within thirty (30) days of acquisition of LA SAFE Property.
2. The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of LA SAFE Property in accordance with sound business practice.
3. The Contractor assumes risk of loss or damage to LA SAFE Property in Contractor’s control or possession. If loss or damage occurs to LA SAFE Property, the Contractor shall, at LA SAFE directions, repair, replace or pay the replacement cost of the items lost or damaged.

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

E. Upon completing the Contract or at such earlier dates as may be fixed by LA SAFE: (1) the Contractor shall prepare and submit a final inventory list of all LA SAFE property which includes the property's description, location and condition, and; (2) the Contractor shall prepare for shipment, and deliver F.O.B. destination or dispose of LA SAFE property as may be directed or authorized by LA SAFE. The net proceeds of any such disposition shall be credited to the Contract price or paid to LA SAFE as LA SAFE directs.

ARTICLE 29: TECHNICAL DATA AND INTELLECTUAL PROPERTY ★

A. Definitions.

1. “Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes Technical Data and Software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

2. “Documentation” means systems and user manuals sufficient to enable a person skilled in the applicable art to operate, maintain, and support the systems (including but not limited to: computer hardware, Software, and firmware) for their intended purposes and future modification.

3. "Intellectual Property Rights" means all world-wide legal rights, whether existing or hereafter arising, acquired, filed, or issued, relating to: (i) patents, patent applications, and invention disclosures; (ii) copyrights and other works of authorship, including textual, mask, audio/visual, and derivative works; (iii) trademarks, service marks, trade names, and other designations, together with all goodwill associated therewith; (iv) trade secrets and know-how; (v) moral rights; (vi) any rights analogous to the foregoing; and (vii) any applications, registrations, divisions, continuations, renewals, reissues, and extensions of the foregoing, relating in any way to the Work or Equipment indicated or implied in the Contract.

4. “Software” means the fully operational computer programs and products required to be developed and/or modified by the Contractor under the Contract, in object code or script format, including but not limited to: application programs, firmware, and microcontroller programs.

5. "Source Code" means the human readable form of a program or other work that is suitable for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation, installation of an executable object code and documentation generated in preparing the Software, including programmer notes, flow charts, logic diagrams, and listings.

6. ”Object Code" means the machine-readable form of a program.

7. “Technical Data” means Data other than Software, which are of a scientific or technical nature.

8. “Unlimited Rights” means the right of LA SAFE to make, have made, use, sell, offer for sale, translate, deliver, disclose, reproduce, prepare derivative works, repair, replace, upgrade (including the use of new technologies), improve, modify, distribute copies to the public, install on a network, distribute on the internet, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so, except as limited by the “PUBLIC RECORDS ACT” Article herein.

B. Ownership. All Data, Documentation, object code, Source Code, reports, surveys, studies, drawings, Software, electronic databases, and any other information, documents or

materials ("Work Product") written, produced, or modified by Contractor or its subcontractors under this Contract shall be the exclusive property of LA SAFE and shall be delivered with Unlimited Rights. Original copies of such shall be delivered to LA SAFE as specified in the Scope of Service or upon request, or upon completion or termination of the Work, whichever occurs earlier.

C. License. The Contractor hereby grants to LA SAFE a perpetual, nonexclusive, fully paid-up and royalty-free license with Unlimited Rights to all Work and Equipment whether or not covered by any Intellectual Property Rights and to use, duplicate and disclose the Software, Source Code Materials and Documentation in such tape, disk or hardcopy format as LA SAFE may designate. The Contractor hereby covenants not to sue LA SAFE, its officers, employees, agents, representatives, suppliers, vendors, consultants, independent contractors and all others in connection with the exercise of any rights granted hereunder by or on behalf of LA SAFE.

ARTICLE 30: RIGHTS IN WORK PRODUCTS ★

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

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

C. Indemnification. Contractor shall indemnify and hold LA SAFE, its officers, employees, harmless from and against all costs, damages, and expenses incurred in connection with any claims or actions based on actual or alleged infringement or misappropriation of any Intellectual Property Rights arising out of LA SAFE's purchase and use of Work or Equipment furnished hereunder, provided that such infringement is not a result of any misuse thereof by LA SAFE or its Regional Partners.

D. Replacement. If LA SAFE is prohibited, or in the opinion of the Contractor is likely to be prohibited from using all or any portion of Work or Equipment provided by Contractor because of alleged Intellectual Property Rights infringement or misappropriation, the Contractor shall provide comparable replacement Work or Equipment.

E. Other Remedies. If none of these options can reasonably be taken, or if LA SAFE's use Work or Equipment provided by Contractor shall be prevented by injunction, the Contractor agrees to take back such Work or Equipment and make every reasonable effort to assist LA SAFE in procuring substitute Work or Equipment. If, in the sole opinion of LA SAFE, the return of such Work or Equipment makes the retention of other Work or Equipment acquired from the Contractor under this Contract impractical, LA SAFE shall then have the option of terminating this Contract, or applicable portions thereof, without penalty or termination

charge. The Contractor agrees to take back such Work or Equipment and refund any sums LA SAFE has paid Contractor less any reasonable amount for use or damage.

ARTICLE 31: SOFTWARE LICENSING AGREEMENT AND PROVISIONS FOR USE★

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

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

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

ARTICLE 32: WARRANTY ★

A. Contractor warrants that the Work shall comply with each requirement of this Contract, be of merchantable quality, be fit for the particular needs and purposes of LA SAFE as communicated in the Scope of Service, and not be restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties is breached, Contractor shall correct all defects and nonconformities, be liable for all direct, indirect, consequential and other damages suffered by LA SAFE and any other persons, and defend and indemnify LA SAFE from any claim asserted by any person resulting in whole or in part from such breach. Any defect due to defective design, equipment, materials, or workmanship shall be redesigned, repaired, or replaced at the Contractor’s expense within a time period and manner acceptable to LA SAFE.

B. Contractor warrants that the project shall be developed, deployed and performed in a professional manner and shall reasonably conform to customary practices and quality of similar services provided in Contractor’s industry.

C. Contractor warrants that the processes, design, equipment, materials, devices and Software, Source Code, Materials and Documentation used in providing the Work, whether provided by the Contractor or any of its subcontractors, shall be delivered free of defects and any rightful claim of any third party for infringement of any United States patent or copyright. If a suit or proceeding based on a claimed infringement of a patent or copyright is brought against LA SAFE, the Contractor shall, at its own expense, defend or settle any such suit or proceeding if authorized to do so in writing by LA SAFE, and indemnify and hold harmless LA SAFE, its subsidiaries, agents and employees from all liability, damages, costs, and expenses associated therewith, including, without limitation, defense costs and attorney’s fees.

D. Contractor warrants that it shall meet all service and performance requirements set forth in the SOW. Failure to meet performance and service-level requirements may result in the Liquidated Damages as described in Article 27.

E. Neither inspection, testing, nor acceptance by LA SAFE of equipment, materials, or work performed, nor final acceptance, partial or final payment, nor any provision of the contract shall relieve Contractor from the responsibilities defined in this section.

ARTICLE 33: FINAL PAYMENT

A. Final Acceptance of the Work. Prior to Final Acceptance, the Contractor shall prepare and submit an Application for Final Payment to LA SAFE including:
   1. Attachment E, Request for Final Payment;
   2. The proposed total amount due the Contractor, segregated by items on the Payment Schedule, Amendments, Change Orders, and other bases for payment;
   3. Deductions for prior Progress Payments;
   4. Amounts retained;
   5. List of Claims the Contractor intends to file at that time or a statement that no Claims will be filed; and
   6. List of pending unsettled Claims, stating claimed amounts.

B. Prior Payments. Prior paid amounts shall be subject to correction in LA SAFE's review of the Application for Final Payment. Claims filed with the Application for Final Payment must be otherwise timely under the Contract and applicable Law.

C. Review Rights. Within a reasonable time, LA SAFE will review the Contractor's Application for Final Payment. Any recommended changes or corrections will then be forwarded to the Contractor. Within ten (10) days after receipt of recommended changes from LA SAFE, the Contractor will make the changes, or list Claims that will be filed as a result of the changes, and shall submit the revised Application for Final Payment. Upon acceptance by LA SAFE, the revised Application for Final Payment will become the approved Application for Final Payment.

D. Release and Certification. The release from the Contractor shall be from any and all Claims arising under the Contract, except for Claims that with the concurrence of LA SAFE are specifically reserved, and shall release and waive all unreserved Claims against LA SAFE and its officers, directors, employees and Authorized Representatives. The release shall be accompanied by a certification by the Contractor that:
   1. It has resolved all Subcontractor, Supplier and other Claims that are related to the settled Claims included in the Final Payment;
   2. It has no reason to believe that any party has a valid Claim against the Contractor or LA SAFE which has not been communicated in writing by the Contractor to LA SAFE as of the date of the Certificate; and
   3. All warranties are in full force and effect.
   4. The releases and warranties shall survive final payment.

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

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

1. The true and correct amount payable for the Work is different from that previously accepted;
2. The previously accepted Work did not conform to the Contract requirements; or
3. A previous payment, or portion thereof, for Work was improperly made.

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

ARTICLE 34: ASSIGNMENT ★

Assignment is read to mean corporate name changes, mergers and sales of assets - total or partial. The Contractor shall not assign its interest in this Contract without prior written consent of LA SAFE. An Amendment is required to change the Contractor name on this Contract. Upon written request and legal documentation to change the name, LA SAFE will review the request and render a decision within 60 days. LA SAFE will not unreasonably prohibit Contractor from freely assigning its right to payment, provided the Contractor remains responsible for its obligations hereunder. Payment of invoices presented with a new name shall not be paid prior to execution of said Amendment.

ARTICLE 35: PUBLIC RECORDS ACT ★

A. Coverage. All work products produced under this Contract, including proposal materials submitted by the Contractor, shall become the exclusive property of LA SAFE and deemed public records. Said materials are subject to the California Public Records Act (Government Code sections 6250 et. seq.). LA SAFE's use and disclosure of its records are governed by this Act.
B. Protection. LA SAFE will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of "TRADE SECRET". LA SAFE will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by the Contractor. LA SAFE will endeavor to notify the Contractor of any request for disclosure of such materials. Under no circumstances will LA SAFE be liable or responsible for the disclosure of any such labeled materials whether the disclosure is required by law, court order or occurs through inadvertence, mistakes or negligence on the part of LA SAFE or its officers and/or contractors.
C. Litigation. In the event of litigation concerning disclosure of Contractor's material, LA SAFE's sole involvement will be as stakeholder, retaining the material until otherwise ordered by a court. The Contractor, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall indemnify and hold LA SAFE harmless from all costs and expenses including attorney's fees in connection with such action.

ARTICLE 36: PROHIBITED INTERESTS ★

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

B. Contractor agrees that, for the term of this Contract, no member, officer, or employee of LA SAFE and for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract, or to any benefit arising thereof as prohibited by Government Code Sections 1090 et. seq. and 87100 et. seq.

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

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

ARTICLE 37: UNAUTHORIZED WORK ★

Any non-specified Work performed without written authority of LA SAFE will be considered unauthorized, performed at the sole expense of the Contractor, and without time extension.

ARTICLE 38: CHANGES ★

LA SAFE may, at any time, by written notice to the Contractor, make any changes within the general scope of this Contract. Approved increases or decreases in the cost or time required to perform the Work shall be incorporated into the Contract by a written amendment. Nothing in this clause shall relieve Contractor from proceeding without delay in the performance of any Change Order.

ARTICLE 39: NOTICE OF CLAIMS

The Contractor shall give LA SAFE written notice of a potential claim within five (5) days of any act or event for which it intends to seek adjustment in the Contract price, terms, or schedule. The notice shall set forth the basis of claim and the costs involved. The claim shall be filed within 30 days of the act or event and include sufficient detail to allow LA SAFE to evaluate the claim. The Contractor shall also furnish any additional information relating to the claim as LA SAFE may request. Failure to comply with these requirements shall be sufficient cause for denial. LA SAFE shall, within 30 days of receipt of claim, render a decision or provide an estimate of when a decision will be made. If no decision is made within 30 days of claim filing,

or within any extended period mutually agreed to in writing by the parties, the claim shall be deemed rejected.

ARTICLE 40: DISPUTES

In the event of disagreement or dispute arising between the parties under this Contract, LA SAFE shall, upon its own initiative or promptly upon Contractor's written request, make a determination thereof. Contractor shall proceed diligently with performance of this Contract pending final resolution of any request for relief, claim, appeal, or action arising under the Contract, and comply with any decision of LA SAFE.

ARTICLE 41: NO WAIVER

A. Waivers. None of the provisions of this Contract shall be considered waived by either party unless such waiver is formalized in writing and signed by both parties. No such waiver shall be construed as a modification of any of the provisions of this Contract or as a waiver of any past or future default or breach hereof, except as expressly authorized by LA SAFE.

B. Rights and Remedies. Any action or inaction of LA SAFE to enforce any Contract right or provision shall not be construed as a waiver of LA SAFE rights hereunder and shall not prevent LA SAFE from enforcing such provision or right on any future occasion. The rights and remedies of LA SAFE herein are cumulative and in addition to any other rights or remedies that LA SAFE may have at law or equity.

ARTICLE 42: STOP WORK ★

A. Order. LA SAFE may, at any time, by written Stop Work Order, require the Contractor to stop all or any part of the work called for by this Contract for a period up to 90 days after the Stop Work Order is delivered, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this Clause.

B. Compliance. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurrence of costs allocable to the stopped work during the period of work stoppage. Within 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, LA SAFE shall either: i) cancel the Stop Work Order; or ii) terminate the work covered by the Stop Work Order as provided in the "TERMINATION" clauses herein.

C. Adjustments. If a Stop Work Order issued under this Clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. LA SAFE shall make equitable adjustment in the delivery schedule, the Contract price (excluding profit), or both, and the Contract shall be modified in writing if: i) the Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and ii) the Contractor asserts its right to an equitable adjustment within 30 days after the end of the work stoppage period; provided, that if LA SAFE decides the facts justify the action, LA SAFE may receive and act upon a proposal submitted at any time before final payment under this Contract.

D. Termination. If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the Clause entitled “Termination”, LA SAFE shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

ARTICLE 43: TERMINATION FOR CONVENIENCE ★

A. LA SAFE may, by written notice to the Contractor, terminate this Contract in whole or in part at any time, for LA SAFE's convenience. Upon receipt of such notice, the Contractor shall: (a) immediately discontinue all services affected (unless the notice directs otherwise), and (b) deliver to LA SAFE all data, drawings, specifications, reports, estimates, summaries and such other information and material as may have been prepared or developed by the Contractor or its Subcontractors in performing this Contract, whether completed or in process. Termination of this Contract shall be as of the date of receipt by the Contractor of such notice.

B. Contractor shall submit a final invoice within 60 days of termination, which shall include Work completed prior to the effective date of termination and other costs reasonably incurred by the Contractor to implement the termination. LA SAFE shall review and determine the reasonableness of the charges included in the termination invoice.

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

ARTICLE 44: TERMINATION FOR DEFAULT ★

A. LA SAFE may, by written notice to the Contractor, terminate this Contract in whole or in part at any time because of the failure of the Contractor to fulfill its contractual obligations. This termination shall be deemed as a Termination for Default. Upon receipt of such notice, the Contractor shall: (a) immediately discontinue all services affected (unless the notice directs otherwise), and (b) deliver to LA SAFE all data, drawings, specifications, reports, estimates, summaries and such other information and material as may have been prepared or developed by the Contractor or its Subcontractors in performing this Contract, whether completed or in process. Termination of this Contract shall be as of the date of receipt by the Contractor of such notice.

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

C. If, after the notice of termination for failure to fulfill Contract obligations, it is determined that the Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of LA SAFE. In such event, adjustment shall be made as provided in Article 43, Termination for Convenience.

D. If in LA SAFE's reasonable judgment a default can be cured, LA SAFE may issue a Cure Notice to Contractor. If Contractor fails to cure the default within five (5) days, or commence and complete the cure in accordance with such additional time limits as may be described in the Cure Notice, LA SAFE may terminate for default.

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

ARTICLE 45: CONFIDENTIALITY ★

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

ARTICLE 46: EMPLOYEE DISCLOSURE RIGHTS

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

ARTICLE 47: PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT ★

A. LA SAFE recognizes that Contractor employees in performing this Contract may have access to information and data, either provided by LA SAFE, the public, or first generated during Contract performance, of a sensitive nature, which should not be released to the public without LA SAFE approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working under this Contract.

B. Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to LA SAFE or the Contractor, any information or recorded data provided by LA SAFE, CHP, or Caltrans or first generated by the Contractor under this Contract without first obtaining the written permission from LA SAFE. If a Contractor, through an employee or otherwise, is

subpoenaed to testify or produce documents which could result in such disclosure, the Contractor must provide immediate advance notification to LA SAFE so LA SAFE can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the Contract and for a period of five (5) years after completion of the Contract.

C. LA SAFE may terminate this Contract, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information. If such a disclosure occurs without the written permission from LA SAFE, LA SAFE may terminate the Contract for default, or pursue other remedies as may be permitted by law or this Contract.

D. The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, provisions, which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by LA SAFE.

ARTICLE 48: ENGLISH REQUIREMENTS ★

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

ARTICLE 49: ADVERTISING, PUBLICITY, AND NEWS RELEASES★

Contractor shall not, without prior written consent of LA SAFE, publish, assert, or imply that LA SAFE endorses Contractor's product or service. Unless otherwise exempted, news releases, advertising, and/or marketing releases pertaining to this Contract shall not be made without prior written approval of LA SAFE. All requests for media, advertising, etc. shall be forwarded to LA SAFE.

ARTICLE 50: CONTINUITY OF SERVICES ★

A. General Obligations: The Contractor recognizes that the Work provided under this Contract is vital to LA SAFE and must be continued without interruption and that upon Contract termination a successor, either LA SAFE or another Contractor, may continue the Work. Upon termination of this Contract, Contractor shall accomplish a complete transition of the Work being terminated from Contractor and any subcontractors to LA SAFE, or to any replacement provider designated by LA SAFE, without any interruption of or adverse impact on the Work or any other Work provided by third parties. Contractor shall provide sufficient experienced personnel during the transition period to ensure that the Work called for by this Contract is maintained at the required level of proficiency. Contractor shall cooperate with LA SAFE and any new service provider and otherwise promptly take all steps required to assist LA SAFE in effecting a complete and orderly transition. All services related to transition shall be deemed a part of the base services and shall be performed by Contractor at no additional cost to LA SAFE.

B. Transition Process: The Transition process shall begin on any of the following dates: (i) the date designated by LA SAFE not earlier than ninety (90) days prior to the end of the

Contract; or (ii) the date any Termination Notice is delivered. Contractor's obligation to perform services and LA SAFE's obligation to pay for services shall expire upon termination, except that Contractor shall remain obligated to provide transition services for up to twelve (12) months after any such termination date at the rates set forth in the Contract.

ARTICLE 51: GOVERNING LAW

This Contract shall be governed by and in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be Los Angeles County, California. The term "this Contract" as used herein includes any future written amendments made in accordance herewith.

ARTICLE 52: SEVERABILITY

Contractor and LA SAFE agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such a term or provision shall promptly inform the other of the presumed non-applicability of such provision.

ARTICLE 53: TIMELINESS

Time is of the essence in this Contract.

ARTICLE 54: SPECIAL CONDITIONS (RESERVED)

Intentionally left blank

ARTICLE 55: ENTIRE AGREEMENT

This Contract, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between LA SAFE and Contractor and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

CONTRACTOR NAME
PHYSICAL ADDRESS
EMAIL ADDRESS
PHONE NUMBER

_____
SIGNATURE OF AUTHORIZED OFFICIAL

BY:_____
(PRINT OR TYPE NAME)

_____
TITLE

_____
DATE

TAX ID NO.: _____

LOS ANGELES COUNTY
SERVICE AUTHORITY FOR FREEWAY
EMERGENCIES

KENNETH COLEMAN
EXECUTIVE OFFICER

BY: _____

_____
DATE

_____

ATTACHMENT A - SCOPE OF SERVICE
SOCAL 511 TRAVELERS INFORMATION SYSTEM VOICE SERVICES

04/15/2026

1. BACKGROUND

Southern California 511 (SoCal 511) is a free, multi-modal regional traveler information service for Southern California's five counties (Los Angeles, Orange, Riverside, San Bernardino, Ventura). It offers traffic, transit, rideshare and other transportation information via phone, website, mobile application, and social media. People can call 511 or use the mobile app/website to check traffic, plan trips, and make informed travel decisions. It improves commuting and informs travelers about travel conditions. The system also includes a motorist aid service for non-emergency assistance like towing. LA SAFE collaborates with the Los Angeles County Metropolitan Transportation Authority (LA Metro), the Orange County Transportation Authority (OCTA), the Ventura County Transportation Commission (VCTC), the Riverside County Transportation Commission (RCTC), the San Bernardino County Transportation Authority (SBCTA), the California Highway Patrol (CHP) and the California Department of Transportation (Caltrans) to operate the SoCal 511 Traveler Information system.

2. PURPOSE AND OBJECTIVES

The Los Angeles County Service Authority for Freeway Emergencies (LA SAFE) seeks a qualified digital services Contractor to modernize, operate, and continuously improve the SoCal 511 website and mobile applications. The Contractor will deliver a unified, accessible, and user-centered digital platform that positions SoCal 511 as the authoritative source for mobility information across Southern California.

Mobility information includes any planned or unplanned condition impacting normal travel patterns, including, but not limited to traffic incidents, congestion, transit service changes, construction, events, emergencies, and environmental disruptions.

The Contractor will provide comprehensive services spanning discovery research, user experience/user interface (UX/UI) design, full-stack development, developer security operations (DevSecOps), content strategy, product management support, quality assurance, analytics, and long-term operations and maintenance (O&M).

SoCal 511's goal is to provide the public with timely, relevant, and actionable mobility information when planning a trip or when their trip experiences a disruption, reducing uncertainty and helping provide alternatives when needed to reduce travel time.

To earn and maintain public trust, SoCal 511 must deliver:

1. Fast, accurate, and easy-to-understand mobility information
2. Reliable performance and uptime
3. Clear, intuitive interfaces
4. Personalized information that reflects each user’s context

The Contractor will design, build, and maintain the next generation of SoCal 511’s digital ecosystem, website, and mobile app, as a modern, modular, and maintainable platform that:

1. Positions SoCal 511 as the regional hub for mobility information.

2. Provides clean, mobile-first user experiences across web and app.
3. Uses data-driven approaches to improve accuracy, personalization, and reliability.
4. Supports drivers and riders equally, while allowing personalized relevance.
5. Provides timely and relevant information during emergencies.
6. Scales to meet the needs of the 2028 Olympic and Paralympic Games and ongoing regional mobility demands.
7. Enables LA SAFE to test, iterate, measure performance, gather user feedback, and evolve features over time.

The Contractor will be responsible for end-to-end delivery, including discovery, design, development, deployment, content migration, testing, analytics implementation, documentation, security, operations, and maintenance.

The redesigned SoCal 511 platforms aim to significantly improve the depth, frequency, and usefulness of engagement for current users. They are also expected to boost the discoverability of mobility information through emerging channels such as AI-driven search and to prepare SoCal 511 for future third-party access to mobility data and services.

Based on comparable digital transportation platforms and prior experience, LA SAFE anticipates that the redesigned platforms may reasonably support the following outcome ranges, assuming successful implementation and ongoing iteration:

1. Increased engagement among existing users, including:
   a. A 10–20% increase in return visits driven by faster, clearer, and more actionable alerts.
   b. A 15–25% increase in repeat usage enabled by personalization features such as saved locations, favorite routes, and customized alerts.
   c. A 10–15% increase in session depth through features like “Transit Near Me” and enhanced line-level detail pages.
2. Improved mobile engagement, including:
   a. A 10–20% increase in mobile session engagement following a mobile-first redesign and improvements to performance, accessibility, and notification reliability.
3. Usage spikes during major events and emergencies, facilitated by venue-specific pages and emergency response modes focused on transportation impacts.

The Contractor shall design solutions, analytics frameworks, and continuous improvement processes that support progress toward these objectives.

3. TASKS

The following framework outlines the required work and associated deliverables. In response to this statement of work, the Contractor shall describe their proposed implementation approach, work plan, and schedule for providing all deliverables.

The Contractor shall deliver the following:

3.1 USER EXPERIENCE (UX) RESEARCH & DESIGN

The Contractor shall:

1. Review existing user research, analytics, and platform data during onboarding, and use these insights to inform the design and implementation approach.
2. Deliver high-quality UX/UI design, including wireframes, prototypes, and final UI assets, **ensuring mobile-first**, WCAG 2.1 AA compliant designs.
3. Provide a minimum of three (3) rounds of revisions for all major UX/UI deliverables. Major UX/UI deliverables include: information architecture, low-fidelity wireframes, high-fidelity page templates, core interaction patterns, and the design system component library.
4. Develop and maintain a robust design system using a modern toolset (e.g., Figma). The design system must include:
    a. A pattern library of reusable components
    b. Design tokens tied to actual development implementation
    c. Clear rules for accessibility, responsiveness, and component behavior
    d. Documentation that supports seamless collaboration between designers and developers
5. Conduct ongoing user testing to validate features, identify usability issues, and support continuous improvement.
6. LA SAFE approval is required before advancing from UX/UI design to development.

3.2 TECHNICAL ARCHITECTURE & DEVELOPMENT

The Contractor shall develop a secure, scalable, cloud-based platform that uses modern, modular approaches. Deliverables include

3.2.1 Core Platform Requirements

The Contractor shall:

1. Deliver a unified platform architecture in which alerts, disruptions, and events are treated as first-class data objects that can be surfaced consistently across the website, and mobile app.
2. Ensure a consistent cross-platform experience for web and app, including shared information architecture, terminology, component patterns, and visual system, while respecting platform-specific UI conventions for iOS and Android.
3. Support **multilingual functionality**, including Spanish at a minimum and additional Title VI languages as resources allow. The platform must:
    a. Provide a technical framework that allows content to be translated and displayed in multiple languages (e.g., localized content fields, language toggle, support for locale files).
    b. Ensure all user-facing content—including alerts, dynamic modules, and emergency information—can be **delivered in multiple languages**.
    c. Not rely solely on browser-based translation for critical information.
4. Integrate with a centralized API layer that supports both the website and mobile applications, ensuring consistent data delivery, caching, error handling, and versioning.
5. All APIs developed under this Contract shall follow industry-standard OpenAPI specifications (v3 or higher), including comprehensive documentation, versioning, data dictionaries, and example payloads.
6. Provide a flexible website platform that enables LA SAFE and its authorized agents to edit content, add modules, create new pages, and publish without Contractor dependencies.
7. Implement a modular codebase that supports agile development, feature evolution, and reusability across web and mobile.
8. All core logic developed under this Contract, including but not limited to trip planning logic, alerts processing logic, routing utilities, and personalization rules, shall be implemented as modular, API-accessible services decoupled from the website and mobile app presentation layers.
9. Enable iOS and Android apps that surface mobility information based on the user's real-time location and travel context.
10. Implement secure integration with existing data in Regional Integration of Intelligent Transportation Systems (RIITS) and other required data sources, including but not limited to transit, traffic, parking availability, Access Services, event feeds, roadway sensors, and emerging mobility data providers.
11. Design the website to ensure that information is discoverable and consumable by search engines and AI-driven agents, while also implementing tools or strategies to track traffic from AI bots and measure impacts on website usage
12. The Contractor shall coordinate with LA SAFE partners and Contractors, as needed, to support integration, interoperability, and effective use of the website, mobile application, and APIs developed under this Contract.
13. Ensure that LA SAFE retains full ownership of all data, code, and custom-developed components. If proprietary platforms are proposed, the Contractor must provide a **no-cost or low-cost license** enabling LA SAFE to maintain, extend, and host the platform independently or with another Contractor.
14. Evaluate all existing features of the current SoCal 511 platform and retain or redesign those that continue to provide user value (such as highway cameras). Features may only

be removed or significantly altered with written approval from LA SAFE, based on demonstrated user needs, analytics, or redundancy with improved functionality in the new system.

15. The Contractor must obtain LA SAFE approval for all architecture decisions, including base map provider and routing engine selection.
16. Design backend logic and APIs in a manner that allows future LA SAFE Contractors and partner systems to consume these services independently of the SoCal 511 website and mobile app.

3.2.2 Key Features (Web + App)

1. **Trip Planner (Base Requirement)**
    a. Provide a multi-modal trip planner that supports auto, transit routing, and other available modes.
2. **Interactive Map**
    a. Provide real-time visualizations of disruptions, closures, and incidents.
    b. Provide a dual map and feed interface similar to leading transit apps.
    c. Include intuitive filters for mode, severity, route, and location.
    d. Support an interactive map while in navigation mode (mobile app) that updates navigation based on changing traffic conditions and provides alert details.
3. **Transit Near Me**
    a. Displays nearby transit stops and stations based on the user's current location.
    b. Show upcoming arrivals for buses and trains at those stops.
    c. Allows users to select any arrival or route to navigate directly to the corresponding Transit Line Detail Page.
    d. Supports filtering (e.g., mode, line, distance) and is optimized for both web and mobile app interfaces.
    e. Operates with location permissions and gracefully degrades when permissions are denied, using user-entered or saved locations instead.
4. **Transit Line Detail Pages**
    a. Display a route map with real-time vehicle locations.
    b. Show arrival predictions, alerts, schedules.
    c. Allow direction switching and ability to favorite lines.
5. **Customized Alerts & Subscriptions**
    a. Support mode-specific (driver, transit) alerts.
    b. Support ride-specific (e.g., direction, days travelled, time of day).
    c. Support location-based and route-based notifications.
    d. Support for multiple channels, including SMS, push notifications, and email.
    e. Personalization logic must be implemented as API-driven services accessible by partner platforms.
6. **Venue-Specific Template and Pages**
    Design a Venue template and develop dedicated pages for major venues in Southern California, including: Rose Bowl, LA Coliseum, SoFi Stadium, Dodger Stadium, BMO, Kia, Crypto, Intuit Dome, Angel Stadium, Honda Center, Toyota Arena.
    a. Ensure each venue page includes content in support of two core user journeys: event-goers and event-avoiders
    b. Provide real-time map module centered on the venue that displays real-time traffic conditions, disruptions, closures, detours, or construction, estimated congestion severity, geofenced view
    c. Provide general information such as venue image, name, location, event name, and event duration when available.

7. **Emergency Response Template**
   During major disruptions (e.g., wildfires, earthquakes, severe storms, civil demonstrations), SoCal 511 must serve as a trusted source of **transportation-specific emergency information**. The Contractor shall develop an Emergency Response framework that includes:
   a. A dedicated emergency template and modules that can be automatically surfaced during major events
   b. Real-time travel impacts (closures, detours, transit changes, evacuation-related routing)
   c. Integration with authoritative data feeds where available
   d. Guidelines for content updates, validation, and prioritization of emergencies
8. **Administrative Portal**
   The Contractor shall provide an Administrative Portal that enables LA SAFE staff to manage and publish content without Contractor intervention. At minimum, the Portal shall:
   a. Offer core CMS capabilities, including creating, editing, and publishing pages; updating text, images, and metadata; and adding or arranging modules defined in the design system.
   b. Use template and component based content creation, allowing staff to build new pages using reusable layouts and modules (e.g., alert banners, maps, venue components, emergency modules).
   c. Support role-based access control, including at minimum Administrator, Editor, and Contributor roles.
   d. Provide access to basic operational dashboards, including content status and high-level analytics, with deeper analytics handled through existing tools such as Google Analytics and Google Tag Manager.
   e. Ensure the CMS follows standard conventions, is fully documented, and can be maintained or extended by future Contractors.
9. **User Feedback & Performance Measurement System**
   a. Implement mechanisms to collect user feedback, measure feature performance, and identify opportunities for improvement.
10. **Mixed-Mode Trip Planner (Extended System, Phased-in implementation)**
    The Contractor shall provide a phased-in approach to include a mixed-mode trip planner that integrates multiple modes in one trip as a feature option. The Contractor shall:
    a. Provide pricing for this feature as a **separately costed option** and designed as an extensible logic layer.
    b. Describe technical feasibility, data requirements, and maintenance needs.
    c. Set up a framework using available data that can be scaled to integrate additional data over time.
    d. Consider how mixed mode will affect Navigation mode in the mobile app.
11. **Chatbot Integration via Interactive Voice Response (IVR) API - (Extended System, Phased-in implementation)**
    a. Provide context-aware, multimodal travel support.
    b. Leverage shared logic and APIs with the IVR system to support a unified experience across all SoCal 511 channels.
12. **Crowdsourced Inputs - (Extended System, Phased-in implementation)**
    a. Recommend an approach to crowdsourcing real-time conditions for both drivers and transit riders (e.g., unplanned disruptions, crowding, slowdowns, hazards).

3.2.3 Web-Specific Deliverables

1. Redesign of the homepage to clearly serve both primary user types: drivers and public transit riders.
2. Provide a flexible content management system (CMS) and web templates for modular page creation and publishing.
3. Implement an alerts banner and homepage priority alert modules.

3.2.4 App-Specific Deliverables

1. Deliver apps using modern mobile development frameworks that support performance, **offline tolerance,** and native device integration (e.g., notifications, location). Solutions must not rely on simple webview wrappers.
2. Ensure personalization features operate across sessions and devices, using secure storage of user preferences (e.g., home/work, favorite lines, alert settings).
3. Provide push notification management and user preference controls.
4. Support crowdsourced inputs (**Extended System, Phased-in implementation**) - The Contractor shall propose:
    a. What types of crowdsourced inputs they recommend
    b. How these inputs would be collected, validated, and integrated
    c. Risks, moderation considerations, and feasibility
5. Ensure mobile applications meet high performance standards, including:
    a. Fast loading times
    b. Reliable background refresh and notifications
    c. Minimal battery usage
    d. Optimized geolocation accuracy
    e. Smooth map interactions on low- and mid-range devices
6. Support resilient behavior in **poor-connectivity environments**, including graceful error states, cached content where appropriate, and clear user messaging when data is temporarily unavailable.
7. Support current versions and at least the two previous major OS versions of iOS and Android.
8. Ensure mobile applications meet accessibility best practices

3.3 DevOps, Hosting, Security & Compliance

The Contractor shall:

1. Host the platform using a modern cloud architecture.
2. Maintain Continuous Integration/Continuous Delivery (CI/CD) pipelines, automated testing, monitoring, and observability tools.
3. Maintain hosting and other third-party agreements on behalf of LA SAFE.
4. Ensure compliance with state and federal cybersecurity and privacy standards and regulations.
5. Periodic audit of security and privacy features
6. Provide 24/7 incident response capability for critical outages.
7. Implement automated, regular backups of all application code, databases, and content. Backups shall be secure, stored redundantly, and restorable in the event of data loss or system failure. The Contractor shall also maintain a documented disaster recovery process to ensure continuity of website and mobile app operations.

3.4 Migration & Content Strategy

The Contractor shall:

1. Conduct a content inventory and provide an actionable content migration plan.
2. Provide a content strategy that supports SoCal 511's goals, including recommendations for voice and tone, content hierarchy, and cross-channel consistency.
3. Assist with content refinement as needed to support new features, pages, and user experiences.
4. Serve as the primary team responsible for day-to-day content operations, ensuring accuracy and timely updates, and updates requested by LA SAFE.
5. Enable LA SAFE staff to make updates, create pages, and publish content, as needed.

3.5 Data Integration, Analytics, User Insights & Continuous Improvement

The Contractor shall:

1. Provide data interface/integration and management services in support of SoCal 511's platform requirements.
2. Implement analytics tools for user behavior, performance, and quality metrics.
3. Provide monthly performance dashboards with recommendations.
4. Conduct quarterly usability testing and accessibility audits.
5. Maintain a feature roadmap, sprint cadence, and backlog management process that adapts based on analytics, user feedback, accessibility findings, and performance insights.
6. Collaborate with LA SAFE in quarterly roadmap reviews to update priorities based on real user behavior and mobility trends.
7. Ensure that technological advancements and developments for related projects are considered and, where appropriate, made available for SoCal 511 applications.
8. Proactively make recommendations to LA SAFE on new technologies that could improve SoCal 511

3.6 Project Management & Development Plan

3.6.1 Project Management

The Contractor shall provide a project manager who will be responsive to the needs of the project and LA SAFE as required by the scope and subject to LA SAFE acceptance. The project manager will be a single point contact for the project and responsible for coordinating Contractor's subject matter expertise and technical staff and project activities.

The project manager shall:

1. Conduct a project kickoff meeting with LA SAFE and partners.
2. Conduct weekly project status meetings initially and bi-monthly meetings thereafter with LA SAFE
3. Provide monthly progress reports and milestone reports whichever comes up first.
4. Prepare an agenda for each meeting, with a draft agenda to LA SAFE at least two business days prior to each meeting.
5. Prepare minutes outlining outstanding/follow-up action items and distribute them to the attendees within three business days after the meeting.
6. Monitor the project progress and ensure milestones are met.

3.6.2 Project Plan and Schedule

The Contractor shall prepare a project plan outlining their approach to the project in accordance with the project goals and objectives. At a minimum, the Contractor shall include the following:

1. A milestone-based delivery plan
    a. LA SAFE must approve major project milestones before the Contractor may proceed to the next phase. Approval will be based on documented acceptance criteria mutually defined during the project kickoff.
    b. January 29, 2027 – required milestone for website and mobile app Baseline System Launch (Core Features)
    c. January 3, 2028 – required milestone for Extended System Launch (Enhanced Features)
    d. The system must be fully tested and operational ahead of the 2028 Olympics
2. Agile methodologies (e.g., iterative sprints, demos, backlog refinement)
3. Risk management and mitigation strategies
4. A data security, cybersecurity and data privacy plan
5. A testing and release management plan

The Contractor shall collaborate with LA SAFE to finalize the detailed schedule.

3.7 Operations & Maintenance (O&M), Emergency Support

3.7.1 Operations and Maintenance (O&M)

The Contractor shall provide ongoing O&M for the duration of the Contract, including:

1. Monthly maintenance for bug fixes, security updates, and patches.
2. Monthly performance reports covering uptime, speed, alerts accuracy, error logs, user behavior, and progress toward budget/SBE requirements.
3. Quarterly user testing, accessibility audits, and enhancement recommendations.
4. Emergency on-call support during major regional events, unplanned incidents, natural disasters, or high-impact platform issues
5. Proactive monitoring and mitigation of outages, data pipeline failures, and performance degradation across web and app.
6. Proactive OS Compatibility & App Store Updates. The Contractor shall:
    a. Continuously monitor iOS and Android beta releases to identify and resolve breaking changes before public release.
    b. Ensure the mobile applications remain fully compatible with upcoming OS versions.
    c. Release necessary updates ahead of OS rollouts and not wait for scheduled monthly maintenance if a fix is required.
    d. Immediately address any post-release OS issues that impact app functionality, performance, notifications, or security.
7. The Contractor shall meet agreed-upon service levels for uptime, response times, incident response, and system performance. LA SAFE may withhold payment for the affected period if the Contractor repeatedly fails to meet service levels due to causes within the Contractor's control. The Contractor shall work with LA SAFE to define and maintain acceptable SLA thresholds during the launch and O&M phases.

3.7.2 Emergency Response Support

The services provided pursuant to this section shall be provided on a Time and Material basis upon direction by LA SAFE. The Contractor shall be prepared to handle responses to major disruption and emergency events (natural and human-made) such as earthquakes, wildfires, acts of terrorism, major flooding, tsunamis, and any other event that is declared as an emergency by a Local, State, or Federal agency authorized to do so.
The Contractor shall:

1. Assist LA SAFE in responding to major disruptions and emergencies.
2. Ensure that the SoCal 511 features, functions, and services and the resources needed to respond to the disruption or emergency are available and fully operational for the duration of the disruption or emergency.
3. In coordination with LA SAFE, implement any tools, processes, and procedures needed to provide information to the public in response to the disruption or emergency, including posting information on the dissemination platforms and social media.
4. Monitor the systems, services, and resources used to respond to the disruption or emergency and track their usage.
5. Monitor, track, and report the usage of the dissemination platforms during the disruption or emergency.
6. Attend coordination and other meetings with LA SAFE, their partners, and other agencies involved in the disruption or emergency.
7. Within one business day after the end of the disruption or emergency, provide a usage report that details how the dissemination platforms were used by SoCal 511 customers to request information about the disruption or emergency.
8. Within three business days after the end of the disruption or emergency, provide LA SAFE with a comprehensive report of the resources, systems, and services used during the disruption or emergency and the costs associated with them.

3.7.3 Service Levels and Liquidated Damages

Liquidated Damages defined in this section represent the primary financial remedy for failure to meet the specified service levels.

To support reliable platform operations and accountability during the Operations and Maintenance (O&M) phase, the Contractor shall meet the following service level expectations. Performance will be monitored using system logs, ticketing systems, and reporting tools as described in this SOW.

Failure to meet the service levels identified below, when attributable to the Contractor, may result in the assessment of Liquidated Damages (LDs). LDs are intended to ensure consistent performance of critical platform functions and are not intended to penalize iterative development or enhancements.

KPI / Deliverable Area	Performance Target	Measurement Method	LD Trigger / Amount	Notes / Cap
System Availability (Web + App)	99.9% monthly uptime	System monitoring logs	Below 99.9% → $1,500 per 0.1% below SLA	Capped at 10% of monthly invoice
Critical Issue	Response within **30**	Ticketing	SLA exceeded →	Maximum 5

KPI / Deliverable Area	Performance Target	Measurement Method	LD Trigger / Amount	Notes / Cap
Response	**minutes**; mitigation or resolution within **4 hours**	system, logs	$1,500 per incident	incidents per month
Non-Critical Issue Response	Response within 1 business day; resolution within **3 business days or per an agreed-upon schedule**	Ticketing system	SLA exceeded → $500 per incident	Cumulative monthly
Major Milestone Delivery	Delivered per approved project schedule	Project reports	Late delivery → $1,000 per day **unless a revised delivery date has been approved in writing by LA SAFE**	Applies to major milestones
Emergency Support Readiness	Full system functionality and support during **declared events***	Logs, reports	Failure → $2,500 per occurrence	Capped at 10% of monthly invoice
Data Availability / Alerts Delivery	Core features operational when source data is available	Monitoring logs, API logs	Failure due to Contractor-controlled systems → $1,000 per incident	Excludes upstream data issues

Additional Provisions

- LDs shall apply only to failures within the Contractor's control and shall exclude issues caused by third-party data providers, external systems, or force majeure events.
- Total LDs assessed in any given month shall not exceed 10% of the Contractor's monthly invoice.
- The Contractor shall promptly investigate all SLA failures and implement corrective actions to prevent recurrence.
- Repeated failure to meet service levels may require the Contractor to submit a corrective action plan for LA SAFE review and approval.

For the purposes of this section, a Declared Event includes any major disruption or emergency identified by LA SAFE or a Local, State, or Federal agency that impacts regional travel and requires elevated system performance and public communication. Examples include, but are not limited to, wildfires, earthquakes, major traffic incidents, severe weather events, civil demonstrations, or large-scale planned events.

4. END OF CONTRACT SUPPORT AND TRANSITION

The end of Contract activities will be initiated by LA SAFE to transition SoCal 511 to LA SAFE, a new Contractor, or to shut it down. The objective is to ensure that all hardware, software, data, procedures, and documentation are packaged and transitioned in an orderly manner, making it

possible to seamlessly transition SoCal 511 to a new Contractor and to retain all data records in accordance with LA SAFE data retention policies.

The Contractor shall prepare a transition plan including all activities necessary to ensure that SoCal 511 is properly transitioned, a schedule, and roles/responsibilities including LA SAFE's roles and responsibilities.

At a minimum, the activities shall include:

1. Archive or transfer data and documentation.
2. Archive or transfer software, if any, developed under the Contract.
3. Archive or transfer hardware, if any, purchased by LA SAFE under the Contract.
4. Assist LA SAFE in transitioning SoCal 511 to a new Contractor. This shall include working with the new Contractor to transfer any knowledge necessary to support and maintain SoCal 511.
5. Shut down or transition the system.
6. Prepare a post shutdown or transition report certifying that all transition activities were completed and SoCal 511 has been properly transitioned.

5. CONTRACTOR QUALIFICATIONS

The Contractor, at a minimum, must demonstrate:

1. Experience building multimodal transportation or traveler information systems. Include relevant project samples and clearly describe the Contractor's specific role on each.
2. Experience with data standards, including GTFS, GTFS-RT, traffic data, incident feeds, and event data pipelines.
3. Experience supporting large-scale, multi-agency digital platforms.
4. Experience implementing modern content management systems with template- and component-based authoring, role-based access control, and integration with a design system or pattern library.
5. Experience developing and maintaining native iOS and Android applications that integrate real-time data, support background refresh, and meet modern OS compatibility requirements.
6. Ability to deliver solutions that minimize proprietary solutions and support long-term portability, including open-source approaches or proprietary platforms with flexible licensing.
7. Experience designing and implementing API-first architectures or modular service-oriented backend systems, including published APIs documented using OpenAPI or similar standards.
8. Ability to deliver solutions that minimize proprietary dependencies and support long-term portability and maintainability.

ATTACHMENT B – PRICING AGREEMENT

(TO BE INSERTED AT CONTRACT AWARD)

ATTACHMENT C – INSURANCE REQUIREMENTS

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

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG0001)
2. Insurance Services Office form number CA0001 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Cyber/Privacy & Network Liability
5. Professional Liability Insurance

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: $ 2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit. Products/Completed Operations aggregate shall apply separately to this contract/agreement or the aggregate limit shall be twice the required per occurrence limit.
2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance
4. Cyber/Privacy & Network Liability: $1,000,000 per occurrence.
5. Professional Liability: $1,000,000 per claim.

OTHER INSURANCE PROVISIONS

The insurance policies required per the terms of the contract are to contain, or be endorsed to contain, the following provisions:

1. Los Angeles Metropolitan Transportation Authority, its subsidiaries, officials and employees are to be covered as additional insureds as respects liability arising out of the activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned leased, hired or borrowed by the Contractor. The general liability coverage shall also include contractual, personal injury, independent contractors and broad form property damage liability. The coverage shall contain no special limitations on the scope of protection afforded to LACMTA, its subsidiaries, officials and employees.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects LACMTA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by LACMTA shall be excess of the Contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to LACMTA, its subsidiaries, officials and employees.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to LACMTA.
6. Workers' Compensation and Employer's Liability policies shall provide a waiver of subrogation in favor of LACMTA.
7. Cyber/Privacy & Network Liability coverage shall be acceptable if included and evidenced as part of the Commercial General Liability coverages.
8. Professional/ Liability insurance shall be continued, and evidence provided to LACMTA, for two years following the expiration of the contract or, tail coverage provided for two years in the event of cancellation or non-renewal.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to, and amounts over $25,000 approved by LACMTA.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with California admitted, or non-admitted carriers approved by the California Department of Insurance. All carriers must have a current A.M. Best's rating of no less than A-VII, unless otherwise approved by LACMTA.

VERIFICATION OF COVERAGE

Contractor shall furnish LACMTA with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by LACMTA before work commences. If requested by LACMTA, the Contractor shall submit copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

SUBCONTRACTORS

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsement for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. If requested by LACMTA, the Contractor shall submit copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

ATTACHMENT D – PAYMENT CERTIFICATION

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

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

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

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

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

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

Firm: _____

Signature: _____

Name of Certifying Official: _____

Title: _____

Date of Execution: _____

ATTACHMENT E - REQUEST FOR FINAL PAYMENT

(NOTE: Contractor must be complete and submit this certification with the final invoice for this contract.)

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

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

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

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

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

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

Firm: _____

Signature: _____

Name of Certifying Official: _____

Title: _____

Date of Execution: _____

ATTACHMENT G - DIVERSITY & ECONOMIC OPPORTUNITY DEPARTMENT SBE CONTRACT COMPLIANCE MANUAL (SET – ASIDE)

SECTION 100 - SMALL BUSINESS REQUIREMENTS

100 LACMTA POLICY STATEMENT:

It is LACMTA's policy to provide equal opportunity for Small Business Enterprise (SBE) firms on contracts funded with Federal Transit Administration (FTA) funds subject to the requirements of Title 49, Code of Federal Regulations (CFR) Part 26. and non-federally funded contracts subject to the LACMTA Small Business Enterprise Program. The LACMTA Small Business Set-Aside Policy complies with the 49 CFR Part 26.39, *Fostering Small Business Participation Element.* The Set-Aside program seek to facilitate the participation of small business concerns in our contracting activities; to meet the maximum feasible portion of LACMTA's overall DBE and SBE goal through race-neutral means; and are active, effective steps to foster competition for LACMTA's contracts by increasing the capacities of small businesses.

LACMTA shall take all necessary and reasonable steps to:

A. Ensure nondiscrimination in the award and administration of federally funded contracts.

B. Create a level playing field on which SBEs can compete fairly for LACMTA contracts.

C. Ensure that only firms that fully meet the eligibility requirements of the LACMTA SBE Program are permitted to participate as SBEs.

D. Help remove barriers to the participation of SBEs in LACMTA contracts.

E. Assist the development of firms that can compete successfully in the marketplace outside the DBE program.

F. Assist the development of firms that can compete successfully in the marketplace outside the SBE program.

101 INTERPRETATION:

For non-federally funded contracts if any conflict, error, omission or ambiguity which may arise between these instructions, California law and LACMTA's SBE Program shall be resolved first in favor of California Law and second in favor of LACMTA's SBE program. For FTA funded contracts if any conflict, error, omission or ambiguity which may arise between this Manual, and the federal regulations or the DBE Program, shall be resolved first in favor of the federal regulations and second the DBE Program. Failure of a bidder or its subcontractors, consultants, suppliers or other entities to carry out these requirements may be grounds for LACMTA to implement administrative penalties or other remedies imposed by LACMTA.

102 NON DISCRMINATION:

LACMTA's policy ensures that SBE firms have an equal opportunity to receive and participate on projects that are FTA funded and non-federally funded LACMTA contracts. It is also

LACMTA's policy to ensure that there is no discrimination in the award and participation on the basis of race, color, national origin, or sex.

103 SUSPENSION OR DEBARMENT:

Suspension or debarment proceedings may be initiated against any firm when:

A. Attempts to participate in the LACMTA SBE Program or DBE Program as a SBE if the firm does not meet the eligibility criteria stated in the Certification Standards for SBE programs and if it attempts to participate on the basis of false, fraudulent or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty.

B. In order to be eligible for a Set-Aside contract award, meet the SBE subcontracting goals or other SBE program requirements uses or attempts to use on the basis of false, fraudulent or deceitful statements or representations, another firm that does not meet the SBE eligibility criteria stated in the certification standards.

In either case, LACMTA shall take action through the Diversity & Economic Opportunity Department, LACMTA Office of Inspector General and/or Federal Department of Justice for further action and may refer the matter for prosecution under appropriate state an and federal criminal statutes.

104 AUDIT AND INSPECTION:

The Contractor shall maintain records of all subcontracts entered into with SBE firms and records of materials purchases from SBE suppliers. Such records shall show the name and business address of each SBE subcontractor or suppler and the total dollar amount actually paid to each SBE subcontractor or supplier. LACMTA reserves the right to audit the records and inspect the facilities of its contractors and any subcontractors of any tier for the purpose of verifying the SBE participation and/or adherence to the SBE program requirements. Contractor records shall be maintained for five years from contract completion and be made available upon request for LACMTA contracting studies. Contractors and subcontractors shall permit access to their records at the request of LACMTA. Notice is hereby given that state, local, and federal authorities may initiate or cooperate with LACMTA in auditing and inspecting such records.

SECTION 200 - SBE PARTICIPATION

200 SBE PARTICIPATION:

After contract award, SBE participation percentage(s) for SBE subcontractors, consultants or suppliers, listed by the Offeror at time of bid or proposal will be monitored and enforced from contract inception through the term of contract. Failure to meet the SBE commitment may result in penalties and/or administrative sanctions.

201 LACMTA OVERALL DBE GOAL:

LACMTA has set an overall goal for DBE participation. The overall DBE goal applies to federally funded contracts LACMTA expects to expend for the fiscal year. LACMTA supports the use of race neutral measures to facilitate participation of SBEs and other small businesses, and

encourages prime contractors to subcontract portions of their work that they might otherwise perform with their own forces.

202 LACMTA OVERALL SBE GOAL:

LACMTA has set an overall goal for SBE participation. The overall SBE goal applies to non-federally funded contracts LACMTA expects to expend for the fiscal year. LACMTA will strive to meet its overall goal through race neutral measures. LACMTA supports the use of race neutral measures to facilitate participation of SBEs and other small businesses, and encourages prime contractors to subcontract portions of their work that they might otherwise perform with their own forces. To ascertain whether the overall SBE goal is being achieved, LACMTA will track the dollar amount paid to all certified SBE firms performing work called for in this contract that is eligible to be credited toward LACMTA's overall goal.

203 CHANGES IN WORK LISTED TO SBE FIRMS:

If LACMTA or the Contractor proposes changes for work contracted to an SBE, the Contractor is required to notify the SBE firm in writing within 10 working days prior to execution of the proposed change, reduction, or deletion of any work listed at time of contract award or after contract award. The dollar amount of changes as a result of contract modifications, change orders, or provisions sums, that increase or decrease the work commitment to a SBE firm(s) will be commensurately added to or subtracted from the total contract amount used to compute actual dollars paid to SBEs. Failure to comply with Section 205 ("Crediting and Counting SBE Participation") will be cause for non-compliance and assessment of administrative sanctions.

204 COMMERCIAL USEFUL FUNCTION (CUF):

To receive SBE participation credit towards the SBE contract commitments, SBE firms must perform a commercially useful function (CUF). An SBE must perform at least 30% of its listed work with its own workforce or must not subcontract a greater portion of the work than would be expected on the basis of normal industry practices for that type of work. An SBE performs a CUF when the SBE is responsible for a clearly defined and distinct scope of work. SBE firms must be responsible for the execution of the work, is carrying out its responsibilities by actually performing, managing, and supervising the work involved

On-site visit reviews will be used to ascertain whether the SBE is actively performing, managing, and supervising the work. SBE firms shall employ a labor force which is separate and apart from individuals employed by the prime, and independently recruited by the SBE in accordance with standard industry practice.

205 VIOLATION OF COMMERICAL USEFUL FUNCTION:

If an investigation reveals that there is a violation of the CUF provisions, that portion of the work found to be in violation will not be counted toward achievement of the SBE contract commitment, nor LACMTA's overall SBE goal. When a SBE is presumed not to be performing a CUF as described in this section, the SBE may present evidence through the Contractor to LACMTA to rebut that presumption no later than fifteen (15) days after receipt of notice of violation(s). If after review of the evidence presented by the SBE does not meet the CUF provisions herein, the Contractor will be required to cure deficiencies found. LACMTA's CUF decisions are not appealable.

206 CREDITING AND COUNTING SBE PARTICIPATION:

LAMCTA is only able to count toward the achievement of the SBE commitment percentage the value of actual dollar paid for CUF work actually performed by SBE firms. There will be no credit for work performed by a non-SBE prime and/or subcontractor. SBE participation listed in the bid or proposal must comply with the provisions of this section.

A. SBE as the Prime Contractor: 100% SBE credit for that portion of the work performed by the SBE's own forces, including the cost of materials and supplies. Work that a SBE prime subcontracts to a non-SBE firm will not count toward the SBE commitment.

B. SBE as a Joint Venture Contractor: 100% SBE credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the SBE's own forces.

C. SBE as a Subcontractor: 100% SBE credit for the work of the subcontract performed by the SBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the SBE subcontractor from the prime contractor or its affiliates. Work that a SBE subcontractor in turn subcontracts to a non-SBE firm does not count toward the SBE commitment.

D. SBE as a Material Supplier or Broker:

1. 60% SBE credit for the cost of the materials or supplies purchased from a SBE regular dealer.

2. 100% SBE credit for the cost of materials or supplies obtained from a SBE manufacturer.

3. 100% SBE credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

E. SBE as a Trucker: 100% SBE credit for trucking participation provided the SBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed and insured by the SBE must be used on the contract. Credit will be given for the full value of all such SBE trucks operated using SBE employed drivers. SBE credit will be limited to the value of the reasonable fee or commission received by the SBE if trucks are leased from a non-SBE company. LACMTA uses the following six (6) factors in determining whether to count expenditures to a SBE trucking firm, to determine if it is performing a commercially useful function:

1. The SBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract and there cannot be a contrived arrangement for the purpose of meeting SBE goals.

2. The SBE must itself own and operate at least one fully licensed, insured and operational truck used on the contract

3. The SBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

4. The SBE may lease trucks from another SBE firm, including an owner-operator who is SBE certified. The SBE who leases the trucks from another SBE receives credit for the total value of the transportation services the lessee SBE provides on the contract.

5. SBE firms that lease trucks from non-SBE firms are entitled to credit only for the fee or commission it receives from the lease arrangement. SBE firms are not eligible to receive full credit for the total value of transportation services.

6. To perform a commercially useful function reference Section 203 ("Commercial Useful Function") an SBE trucking company shall have exclusive use of and control of the day-to-day trucking operation. This does not preclude the leased truck from working for others during the term of the lease with the consent of the SBE, so long as the lease gives the SBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the SBE firm.

7. SBE firms that leases trucks from a prime contractor during the performance of contract, is considered a violation of the commercial useful function requirement.

207 THE SBE (AND NOT OTHER BUSINESS ENTITITIES) SHALL ACTUALLY PERFORM THE SUBCONTRACT:

The SBE's utilization of labor, supervisory personnel, equipment and material in the performance of the subcontract, shall be consistent with industry standards and shall demonstrate that the SBE, and not some other business entity is actually performing the subcontract. If a SBE associates itself too closely with another business entity or entities, in acquiring labor force, supervisors, equipment, or materials to an extent inconsistent with industry standards, the SBE can no longer be said to be actually performing a commercially useful function (reference §203)the subcontract.

208 SBE CONTRACTOR'S WORK FORCE:

The SBE shall solicit, hire, place on its payroll, direct, and control all workers performing work under its contract. The SBE owner or its superintendent shall, on a full-time basis, supervise and control the work of the contract. The SBE may, with LACMTA's prior written consent, augment its work force with personnel of another firm. LACMTA shall approve the request in writing only when specialized skills are required and the use of such personnel is for a limited duration.

SECTION 300 - CONTRACT COMPLIANCE MONITORING

300 REVIEW AND MONITORING SYSTEM:

This section describes the review and monitoring system to ensure that all contractors, subcontractors, consultants, vendors, suppliers, dealers, brokers and other sources, and all

LACMTA departments comply with the SBE requirements and all other contract provisions related to SBE participation.

Non-compliance by the Contractor with the SBE contract requirements or federal regulations constitutes a breach of contract, and requires, at a minimum, a written explanation and documented description of the contractor's GFE. Failure to comply may result in: (1) mandatory participation in a SBE Program Training Session, reviewing the performance, accountability, record keeping and reporting aspects of the SBE or DBE Program, and/or (2) termination of the contract, and/or (3) administrative sanctions, and/or (4) other appropriate remedies.

301 CREATE A LEVEL PLAYING FIELD OF OPPORTUNITY TO PARTICIPATE:

Contractors shall ensure that SBEs have a level playing field to successfully perform the responsibilities of their contract in order to meet its SBE contract commitment. These efforts include, but are not limited to the following:

A. Negotiate in good faith to attempt to finalize subcontract and supply agreements with SBEs listed in its bid.

B. Continue to provide assistance to SBE Subcontractors or Suppliers in obtaining bonding, lines of credit, or other capital financing.

C. Contractor shall immediately inform DEOD of any problems anticipated or concerns with SBE participation or CUF during the performance of the contract.

D. Issue the SBE(s) a written Cure Notice of any potential problem and provide a reasonable time frame for the SBE to cure the problem. The Contractor shall, concurrently with the issuance of the Cure Notice to the SBE, send a copy of the Cure Notice by First Class mail, postage prepaid, to the assigned Contract Compliance Officer, DEOD Contract Compliance Manager and to the Contract Administrator. In instances where the SBE fails to cure, the Contractor is then obligated to take the steps outlined in the section herein RESOLUTION OF SBE DISPUTES BETWEEN CONTRACTOR AND SBE SUBCONTRACTORS before formally requesting approval from LACMTA to substitute a SBE.

302 NOTIFICATION OF REPORTING REQUIREMENTS:

For SBE contracting requirements, Contractors shall refer to the SBE Contract Compliance Manual, the General Conditions and the Special Provisions sections of the executed contract. Contractors are advised of prompt payment provisions and retention covering all SBE and Non SBE subcontracts, implemented pursuant to the California Business and Professions Code 7108.5 and 49 CFR Part 26.

303 KICK-OFFMEETING:

Contractors and subcontractor(s) or designees shall be notified of the scheduled project kick-off meeting, if applicable, prior to or immediately after Notice to Proceed is issued. The Contractor shall be responsible for informing the SBE subcontractors of all requirements.

304 CONTRACT COMPLIANCE SUBMITTALS – REPORTING SBE PARTICIPATION:

Contractor and all subcontractors shall report payment details to LACMTA using the web-based Small Business Programs Compliance Reporting System (SBCRS) by the 15th of each month. SBCRS allows Contractors to manage their own records, maintain accurate contract information, and report payment details online. SBCRS is mandatory for Contractors and

subcontractors to use unless LACMTA instructs otherwise. LACMTA will provide the Contractor, subcontractors, suppliers, brokers, and truckers initial online training, login and password information, at no cost to the Contractor or its subcontractors, suppliers, and truckers. Contractor shall have fourteen (14) days from Notice to Proceed (NTP) to register and obtain login and password with the SBCRS, Subcontractors, at all tiers, shall register within thirty (30) days of the NTP. The Contractor is responsible for ensuring that all subcontractors, suppliers, brokers, and/or truckers (at all tiers), both SBE and non-SBE firms participate in the SBCRS based webinar trainings to comply with the verification of payments and other related reporting requirements through the software system.

After award, Contractor will receive instructions on how to set up their account and enter required Subcontractor data. Contractor must require each of its subcontractors (SBE and non-SBE) to enter required payment information into SBCRS. Failure of Contractor or its subcontractors to enter required information on a timely basis may result in delay of payment by LACMTA and assessment of SBE non-compliance for reporting requirements as identified in Section 314 of this Manual. For the Small Business Programs Reporting System Contractor and Subcontractor User Guide please click on the following link:
http://media.metro.net/uploads/Metro Connect/SBCRS%20USER%20GUIDE.pdf

A. CONTRACTOR MONTHLY SBE PROGRESS REPORT (Design/Build Only): The Contractor shall submit timely and complete monthly progress report summarizing the overall status of commitments to SBE firms, attainments to SBE firms, and prompt payment/retainage for all firms (SBE and non-SBE firms) performing on this contract.

The monthly progress report shall be updated to LACMTA by the 15th day following the reporting month. The monthly report shall provide, at a minimum, the following information:

1. The following general contract value information must be provided:

   a. Original Contract Amount
   b. Running Total of Change Order Amount
   c. Current Contract Amount
   d. Amount Paid to Contractor during the each month
   e. Amount Paid to Contractor from inception to Date
   f. SBE Contract Goal
   g. Total Dollar Amount of SBE Commitment
   h. SBE Commitment as Percentage of Current Contract Amount

2. The following general information shall be prepared for the Contractor and each subcontractor (at every tier level): Name, address, phone, SBE status, contact person, contractor(s), name, date contract agreement signed, scope of work, anticipated first date of performance and anticipated last date of performance.

3. Supplemental Reports (Design/Build Only): Prime contractors shall submit, each month (unless otherwise instructed by LACMTA's).

Contractor may develop their own reporting format (subject to LACMTA's approval) to meet the following supplemental report requirements:

a. SBE Attainment and Commitment Report, a monthly listing of SBE and non-SBE subcontractors with current and anticipated participation. This report shall include a current SBE attainment and commitment tallies from each subcontractor (at any tier) listing of all its subcontractors.

b. "Prompt Payment" Report listing its immediate subcontractors and the "Prompt Payment" activity from each subcontractor subcontracting at each tier listing their immediate subcontractors, to the Contract Compliance Officer, documenting the status of each subcontractor's retainage account with the Prime Contractor engaged in subcontracting and their compliance with the return of the retainage regulations.

c. The Prime Contractor's "Prompt Payment and Retainage" Report for the month (or the period of time designated by DEOD), listing its immediate subcontractors and the prompt payment and retainage activity from each subcontractor (at any tier).

B. MONTHLY EXPENDITURE PLAN (FOR CONSTRUCTION WORK ONLY):

An expenditure plan in calendar format for each of its approved SBE Subcontractors/Suppliers shall be submitted 14 working days after the Contractor executes a contract or purchase order with LACMTA, and submitted each month thereafter. The planned expenditures shall equal the dollars committed to each SBE Subcontractor/Supplier and shall be developed according to the approved project schedule.

The plan shall be updated to incorporate any schedule changes and executed Changed Notices and Work Authorization Change Notices affecting the SBE's work. The original plan must be approved and each revision must be approved by the, "Construction Manager's Resident Engineer," prior to being submitted to the assigned Contract Compliance Officer and the Contract Administrator. Revised plans shall be submitted within 30 days from the incorporation of the change.

C. SBE TRUCKING VERIFICATION REPORT

When trucking is listed to be performed, the Contractor shall provide to LACMTA, by the fifth (5th) day of each month, the preceding month's trucking activity. The Contractor shall submit documentation showing the amount paid to SBE trucking companies listed to perform on the contract. This monthly documentation shall indicate the portion of revenue paid to SBE trucking companies which is claimed toward SBE participation. The Contractor shall also obtain and submit documentation to the DEOD showing the amount paid by SBE trucking companies to all firms, including owner-operators, for the leasing of trucks. The SBE who leases trucks from a non-SBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The records must confirm that the amount of credit claimed toward SBE participation conforms to Subsection 205, referenced above. The Contractor shall also obtain and submit documentation showing the truck number, owner's name, California Highway Patrol CA number and if applicable, the SBE certification letter of

the owner of the truck for all trucks used during that month for which SBE participation will be claimed. The Contractor shall promptly pay SBE trucking companies in accordance with the prompt payment provisions prescribed in Section 300, Subsections 304 through 312.

D. EXECUTED SBE SUBCONTRACT AGREEMENTS: The Contractor shall submit copies of all executed SBE subcontract agreements and/or SBE purchase orders (PO) within 14 days (working) after the Contractor executes their contract or PO with LACMTA. For Design/Build contracts, subcontract agreements are require for all Design and Construction firms known and listed at time of bid within 14 days of issuance of NTP. Other Design/Build construction subcontract agreements are due to LACMTA 14 days from date to request to add firm. DBE firms are not to start work without a signed subcontract agreement, unless Contractor has received written approval from subcontractor to start work without a signed agreement. Failure to comply with this section will be cause for non-compliance and assessment of administrative sanctions, and may include, imposing a special assessment against the Contractor.

The SBE subcontract or PO should be sent to the attention of the assigned Contract Compliance Officer. The Contractor shall incorporate the SBE Program document and this SBE Contract Compliance Manual into each PO and into each Subcontract issued under this DOT-assisted contract and each subcontractor, consultant, dealer, broker, vendor or other source shall agree to the terms and conditions. The Contractor shall immediately notify DEOD in writing, within the 14-day timeframe mentioned above, of any problems it may have in obtaining the subcontract agreements from listed SBE firms within the specified time. Failure to notify DEOD may deem the Contractor in non-compliance with this requirement and subject to imposed administrative sanctions. Contractor must document all efforts taken to with subcontractor to executive subcontract agreements.

E. CONTRACT ASSURANCE: The Contractor shall include the following language in each subcontract agreement the Contractor signs with a SBE subcontractor:

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

305 PROMPT PAYMENT:

The prime contractor is required to incorporate the Prompt Payment Clause referenced in Section 302 above, in all subcontract, broker, dealer, vendor, supplier or other source agreements or Purchase Orders (at all tiers) issued to both SBE and non-SBE firms. Contractor shall reference the following contract clauses: General Terms and Conditions concerning Prompt Payment to Subcontractors and Prompt Payment of Withheld Funds to Subcontractors.

306 PROGRESS PAYMENTS:

Prompt Payment and Progress Payment language must be included in all non-SBE and SBE subcontract agreements verbatim. Pursuant to the California Business and Professions Code Section 7108.5, the Contractor shall pay each subcontractor under this Contract for satisfactory performance of its subcontract work no later than seven (7) days after its receipt of each Progress Payment from LACMTA.

307 FINAL PAYMENT TO SUBCONTRACTOR (RELEASE OF RETAINAGE):

The Contractor and all subcontractors shall pay to each subcontractor all amounts it has retained from payments under the Subcontractor within seven (7) days after the Subcontractor's Work is satisfactorily completed.

Prompt Payment of Retention to Subcontractors (Required in all SBE and non-SBE subcontract agreements verbatim):

With respect to retention that LACMTA withholds from the Contractor, LACMTA shall make prompt and regular incremental inspection(s) and upon approval of the Contractor's work at various stages of the Project, LACMTA shall pay a percentage of retention to the Contractor. The Contractor shall, within 30 days after LACMTA has made such payment, promptly pay all retention owed to Subcontractor(s) who has satisfactorily completed all of its work and whose work is covered by LACMTA inspection(s) and approval(s). For the purposes of this section, a subcontractor's work is satisfactorily completed when the Contractor certifies to LACMTA that all the tasks called for in the subcontract have been satisfactorily accomplished and that subcontractor's retention may now be paid. Any delay or postponement of prompt release of retention beyond the 30 day time limit shall be for good cause, and only upon prior written approval by LACMTA.

308 WORK SATISFACTORILY COMPLETED:

Satisfactory completion of a subcontractor's work is when all the tasks called for in the subcontract have been accomplished and documented as required by LACMTA.

309 DELAY OR POSTPONEMENT OF PAYMENT:

Any delay or postponement of payment beyond the 7-day time limit shall take place only for good cause, and only upon prior written approval of LACMTA.

310 NON—PROGRESS OR RETAINAGE PAYMENT INQUIRIES:

If Subcontractor (at any tier) is not paid within 7 days according to prompt payment and or retainage. The subcontractor must notify the prime contractor in writing within 30 calendar days from the time payment should have been received. The subcontractor shall copy the LACMTA DEOD Representative and Contract Administrator. The prime contractor (or lower tier direct subcontractor) has 7 calendar days to respond in writing back to the inquiring subcontractor. The prime contractor shall also copy the LACMTA DEOD Representative and Contract Administrator.

311 VIOLATION OF PROMPT PAYMENT:

The Contractor and all subcontractors, consultants and suppliers shall comply with all prompt payment requirements in the Contract. Any violation of the prompt payment provision shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. In addition, failure to comply with Prompt Payment and or Release of Retainage provisions may be subject to assessment of administration sanctions as provided in Section 700 Sanction s for SBE or DBE Program Violations.

312 FAILURE TO COMPLY WITH PROMPT PAYMENT:

If it is determined that the contractor is non-compliant with prompt payment provisions, the contractor will receive written notification from LACMTA with details of this deficiency. If additional clarification is required, the contractor must respond to the request within five (5) working days. Failure to comply may result in the assessment of appropriate administrative sanctions and/or penalties. Failure of the Contractor and/or its listed subcontractors to comply with any part of the mentioned may result in non-compliance determination and administrative sanctions may be imposed as prescribed in SBE Assessment of Non-compliance and Administrative Sanctions.

313 FINAL REPORTING:

Contractor shall submit to LACMTA, along with invoice for final payment, a signed and notarized statement that the Contractor will pay all outstanding payments including retention 10 days after it receives final payment from LACMTA. Please see General Terms and Conditions concerning "Prompt Payment to Subcontractors and Prompt Payment of Withheld Funds to Subcontractors."

314 ASSESSMENT FOR SBE NON-COMPLIANCE:

If the Contractor fails to comply with the SBE Program or DBE Program requirements, contract payments shall be reduced by one or more of the following methods:

A. A penalty of five thousand dollars ($5,000) per day, from the date the Contractor is determined to be in non-compliance with the SBE Program requirements until compliance is determined.

B. Penalties of ten percent (10%) of the total contract value, including any approved change orders, for failure to meet SBE commitments or to demonstrate good faith efforts.

C. Penalties may be deducted from payments due the Contractor, from any funds retained.

315 DISPUTE RESOLUTION:

The Contractor must include in its SBE Subcontract Agreement(s) the Dispute Resolution provisions in Section 5.0 of the Contract Compliance Manual (non-Federal) for disputes arising out of or related to this contract between Contractor and any lower tier Subcontractors which cannot be settled by discussions between the parties involved. The Contractor and Subcontractor, in the event of a dispute to their contract, agree to proceed through informal meetings, mediation, or arbitration, or any combination thereof.

SECTION 400 - RESOLUTION OF DISPUTES BETWEEN LACMTA CONTRACTOR AND SUBCONTRACTORS

400 DISPUTES:

Disputes between the Contractor and any lower tier SBE subcontractors, which cannot be settled by discussions between the parties involved, shall be settled as described herein. Contractor shall notify LACMTA of such dispute within ten 10 days of failure to resolve through written cure notice process described above.

These provisions shall not apply to disputes between the Contractor and LACMTA. These provisions do not alter in any way or waive compliance with any provisions in Section GC36 "Submittal of Claims" included in the Contract Documents.

The Contractor and Subcontractors shall include the dispute resolution provision in their contract. Both parties shall agree to proceed through informal meetings, mediation, or arbitration, or any combination thereof. Dispute submittals shall include terms and timeframes and the service or assistance to be employed.

401 INFORMAL MEETINGS:

The Diversity and Economic Opportunity Department will coordinate informal meeting requests, to assist in the resolution of disputes between Contractor and subcontractor. The assigned Diversity and Economic Opportunity Representative will conduct the informal meetings with parties in dispute. All parties must agree to the procedure.

402 MEDIATION:

The parties to a contract may agree to endeavor to settle a dispute through informal mediation under independent third party organizations. LACMTA's Diversity and Economic Opportunity Department is considered an independent third party. Submission to informal mediation is voluntary; is not binding and offers advisory opinions.

403 ARBITRATION:

Should the parties fail to resolve any SBE related dispute arising out of or related to the contract via informal meetings or mediation, the parties are contractually obligated to submit the claims for arbitration within 120 days from date LACMTA is notified of dispute. Arbitration conducted pursuant to the contract shall be binding upon all parties to the arbitration. All arbitration is to be conducted in a manner consistent with section 1020 et seq. of the Public Contract Code and Section 1296 of Code of Civil Procedure.

Available mediation and arbitration services include:

The American Arbitration Association (213) 362-1900
Dispute Resolution Center (818) 793-7174

The Contractor shall incorporate this Section into each SBE subcontract related to work arising under this contract and shall not incorporate by reference.

Only when resolution of SBE disputes attempted through informal meetings, mediation, and/or arbitration has failed may the Contractor formally request substitution of a SBE subcontractor.

404 TIMELINESS:

Should the parties proceed to arbitration, moneys due, if any, shall be placed in a trust account. Such funds shall be released to the appropriate party within five (5) working days of a determination being issued by the arbitrator.

NOTE: Arbitration findings are binding upon the parties. However, the findings do not in any way relieve the contractor of its obligation to meet the SBE goals.

SECTION 500 - ADDING OR SUBSTITUTING OR TERMINATING A SBE

Contractors shall obtain written approval from DEOD prior to adding, substituting, or terminating SBE subcontractors.

500 ADDING SBE SUBCONTRACTORS:

If contractors determine that there are additional opportunities for SBEs not originally listed, they may exercise good faith efforts by requesting to add SBE firm(s) to their contract. LACMTA shall authorize the addition of SBE subcontractor(s) for credit toward the contract commitment upon verification of certification. Prior to adding SBE subcontractors, written requests must be submitted to DEOD and Contract Administration for approval. This request must include the Request to Add SBE or Non-SBE Subcontractor form (reference Appendix B) specifying the scope of work, dollar amount, period of performance, and applicable North American Industry Classification System (NAICS) codes, with a SBE certification letter attached.

The request to add a new certified firm to the contract is to be submitted to DEOD and approved, prior to any commencement of work. In addition to the Request to Add SBE or Non-SBE Subcontractor form, the prime contractor request must include the following
documentation:

A. Written justification for adding additional firm(s) to contract team;
B. Provide subcontract agreement for added firm(s) with dollar amount of scope of work, period of performance, and required flow down provisions;
C. Provide certified letter evidencing certification status of firm(s) to be added;
D. Documentation of prime contractor outreach efforts and selection process undertaken for the scope of work to be performed by the proposed added firm(s);

E. Identify if the added firm(s) replacing another originally listed certified firm or is a result of reducing scope of work originally listed. (The prime contractor shall comply with substitution requirements when making changes to originally scope committed to another certified firm).

Enforcement: Failure by the contractor to comply with the “request to add requirements,” shall constitute a material breach of the contract and may result in termination of contract or
imposition of administrative sanctions for non-compliance.

After formal approval by LACMTA, the contractor must provide a copy of the Subcontract Agreement.

501 SUBSTITUTING OR TERMINATING SBE SUBCONTRACTORS:

Pursuant to 49 Code of Federal Regulations (CFR) Part 26, LACMTA SBE Program and the California Public Contract Code Section 4100, no contractor at any tier may terminate a SBE subcontractor for convenience and then perform that work with its own workforce or that of its affiliate. The contractor shall provide written request to DEOD to substitute a SBE subcontractor.

A. LACMTA shall only authorize the substitution of a subcontractor for one or more of the following reasons:

1. The listed SBE, after having had a reasonable opportunity, fails or refuses to execute a written contract.

2. The listed SBE becomes bankrupt or has credit unworthiness.

3. The listed SBE fails or refuses to perform his subcontract with normal industry standard.

4. The listed SBE subcontractor, after having had a reasonable opportunity, fails or refuses to meet the contractor's non-discriminatory bond requirements.

5. The prime contractor demonstrates to LAMCTA, pursuant to Public Contract Code, Section 4107.5, that the name of the subcontractor was listed as the result of an inadvertent clerical error.

6. The listed subcontractor is not licensed pursuant to the Contractors License Law.

7. It was determined that the work performed by the listed subcontractor is substantially unsatisfactory and is not in accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work

8. The SBE is ineligible to work because of suspension and debarment.

9. It has been determined that the SBE is not a responsible contractor.

10. The SBE voluntarily withdraws, with written notification, from the contract.

11. The SBE is ineligible to receive credit for the type of work required.

12. The SBE owner dies or becomes disabled resulting in the inability to perform the work on the contract.

13. Other documented compelling reasons.

B. DEOD shall send written notice to the listed SBE subcontractor of the Contractor's request for substitution, including the reasons for the request. The SBE subcontractor shall have five (5) working days to submit written objections to the substitution to DEOD. Failure to respond to a written objection may constitute the listed SBE subcontractor's consent for substitution.

Contractor(s) shall replace a SBE subcontractor with another SBE firm, after following dispute resolution procedures, pursuant to the provisions of the California Public Contracts Code.

C. If written objections are filed by a SBE subcontractor, LACMTA shall give written notification within at least five (5) working days, to the prime contractor and the listed subcontractor of an informal mediation regarding the request for substitution.

D. If no written objections are filed by the SBE subcontractor, the prime's request to substitute shall be approved. A new SBE listing shall include the commitment amount and the type of work covered by each Subcontractor. All substitutions and additions are subject to LACMTA's approval.

E. If substitution with another SBE firm is not viable, the Contractor shall submit a written request for a substitution with a non-SBE. This request must include documentation of good faith efforts demonstrating the contractor's attempt to substitute the SBE firm with another SBE firm for LACMTA's review and approval.

The Contractor shall obtain the written consent prior to making any substitutions. If adding SBE firms for credit toward the goal, verification of certification is required prior to receiving credit toward the contract specific goal. SBEs must be certified at the time of the substitution or addition.

Failure to comply with this or any other SBE requirement may result in assessment of appropriate administrative sanctions.

SECTION 600 - GOAL ATTAINMENT DURING LIFE OF CONTRACT

A. The Contractor shall not make any falsification of subcontractor information, up to and including Subcontractor's name, subcontract amount and/or actual work to be performed by SBE firms.

B. The Contractor shall utilize SBEs according to the participation levels committed to at the time of contract award, and demonstrate an adequate and positive good faith effort to do so throughout the life of the contract.

C. The dollar amount of change orders, contract modifications, or provisions sums for design, construction, operations and maintenance, that increases or decreases the scope of work committed to SBEs, shall be commensurately added to or subtracted from the total contract amount used to compute actual dollars paid to SBEs regardless of who performed the work.

D. All contract amounts revised as a consequence of a change order, contract modification or provisional sum, shall be reflected in the Contractor's monthly referenced herein in Diversity and Economic Opportunity Submittals, herein.

E. All submittal forms, containing any contract value, revised as a consequence of a Change Order, contract modification, provisional sums shall be accompanied with copy of relevant support documentation.

F. The Contractor shall submit the final SBE report within 14 calendar days of final payment, retention, and acceptance of the contract work by the LACMTA as prescribed in Section 3.6.

G. Listed first-tier subcontractors shall enter into subcontract agreements with the Contractor within the specified time frame of fourteen (14) working days following NTP. Failure to execute subcontract agreements in a timely manner shall be considered a violation of the SBE Program requirements.

H. When a SBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward SBE goals only if the SBE's subcontractor is itself a SBE. Work that a SBE subcontracts to a non-SBE firm does not count toward SBE goals.

I. When a SBE performs in a joint venture, only the percentage of the SBE joint venture is eligible for credit. Work must be performed by the SBEs own work forces.

J. Failure to adhere to any of the requirements of this Section shall constitute a breach of contract and may result in the LACMTA's terminating the contract for default and/or imposing appropriate sanctions as outlined in the section entitled Remedies for Breach of SBE Requirements.

SECTION 700 – SANCTIONS FOR SBE PROGRAM VIOLATIONS

A. Failure to Comply: Failure to adhere to any of the SBE or DBE Program requirements shall constitute a breach of contract and may result in LACMTA terminating the contract for default and/or imposition of appropriate sanctions as outlined in this section.

B. Remedies for Breach of SBE Requirements: Contractor(s) found in violation of LACMTA's SBE or DBE program requirements, during the performance of the contract, shall be required to "correct" its deficiency or be subject to the Administrative Sanctions listed in this Section. Being subject to appropriate administrative remedies or sanctions does not preclude LACMTA from invoking other contract and/or legal remedies available under federal, state or local law

C. Appropriate Administrative Remedies: Appropriate administrative remedies will be imposed on Contractors deemed non-compliant to the SBE Program requirements. Contractors'

failure to provide documentation of good faith efforts, as requested, will also be subject to appropriate administrative remedies. Contractor notifications shall be made by certified mail.

The appropriate administrative remedies shall include, but is not limited to the following:

1. Mandatory SBE Training Session(s) for Contractor(s) found in violation of SBE program requirements (SBE Training will be coordinated by DEOD, and all associated expenses, including, but not limited to, travel, lodging, meals and etc., will be the responsibility of the Contractor.)

2. Penalties as described in the, "Assessment for SBE Non-Compliance," (referenced in Sub-Section D)

3. Suspension of payment(s) to the Contractor LACMTA

4. Termination of the Contract for default.

5. Debarment (49 CFR 107).

D. Assessment for SBE Non-Compliance

If the Contractor fails to comply with the SBE Program requirements, contract payments shall be reduced by one or more of the following methods:

1. A penalty of five thousand dollars ($5,000) per day, from the date the Contractor is determined to be in non-compliance with the SBE Program requirements until compliance is determined.

2. Penalties of ten percent (10%) of the total contract value, including any approved change orders, for failure to meet SBE commitments or to demonstrate good faith efforts.

3. Penalties may be deducted from payments due the Contractor, from any funds retained.

SECTION 800 - SMALL BUSINESS ENTERPRISE CERTIFICATION

800 CERTIFICATION REQUIREMENTS:

A firm only holding a current certification as an eligible LACMTA SBE may participate in the LACMTA SBE Program. Firms listed by Bidders to meet an established SBE subcontracting goal must be certified by bid due date. LACMTA has a responsibility to ensure that eligible SBE

firms participate in LACMTA contracting. If not, that firm's participation may not be counted as SBE participation in the contract. Bidders shall ensure SBE firms are certified in the North American Industry Classification System (NAICS) codes for the work in which the SBE firm is listed to perform and for which the Bidder seeks SBE credit towards its SBE commitment. Certifications as a LACMTA SBE firm, means the firm met the SBE certification requirements and eligibility standards described in LACMTA's SBE Program.

801 SBE CERTIFICATION STANDARDS:

LACMTA follows the standards and procedures defined by LACMTA SBE Program Subpart E to determine whether an applicant is eligible for SBE certification. These standards and procedures are described in detail in the Certification Instructions, provided with the Application for Certification. Interested individuals or companies will start the process by obtaining a copy of the SBE Application and SBE Certification Instructions.

END OF SECTION

APPENDIX A – DEFINITIONS

Change Order (CO): A written order by LACMTA's Contracting Officer directing Changed Work.

Changed Work (or Change): Additions, deletions or other revisions to the Work within the general scope of the Contract. Changed Work must be directed by LACMTA by a Change Order or agreed to by the parties in an Amendment or other Modification. Includes Work that does not involve an adjustment in the Contract Price and/or Contract Time. Does not include Work performed or time spent by Contractor to correct any Deficiency.

Commercially Useful Function: Work performed by a SBE firm in a particular transaction that in light of industry practices and other relevant considerations, has a necessary and useful role and the firm's role is not a superfluous step added in an attempt to obtain credit toward goals. If, in LACMTA's judgment, the firm (even though an eligible SBE) does not perform a commercially useful function in the transaction, no credit toward the goal may be awarded.

Contractor: The individual, firm, partnership, corporation, joint venture, or combination thereof, which may also be referred to by the term "it", that has entered into the Contract with LACMTA. Includes Contractor's successors, assigns, employees, officers, Contractor's Representatives, and agents. In context may also include Subcontractors, Suppliers and any other persons for whom the Contractor may be legally or contractually responsible.

Contracting Opportunity: Any decision by LACMTA or its contractors to institute a procurement action to obtain a product or service commercially (as opposed to intergovernmental actions).

Department: Functional unit of LACMTA, responsible for management and administration of specific projects included within the capital and operating budget.

Small Business Enterprise (SBE): A SBE firm is, generally, one that has demonstrated to LACMTA, by a preponderance of the evidence, that it meets the requirements of LACMTA's Small Business Enterprise Program, Subpart E, Certification Standards and Procedures, concerning Business Size, Owners Economic Disadvantage(Personal Net Worth), Quality of Ownership and Ownership Discretion and Control. It is a firm that:

A. Is owned by Individuals who can demonstrate, by a preponderance of the evidence, that they are economically disadvantaged. It requires an individual's personal net worth (PNW) to be within the SBE Program PNW Limits. Currently limits on PNW are defined as an average of less than $1.32 million over the previous three years, excluding individual applicant owner's interest in their primary residence and the PNW of the applicant business);

B. Has had average annual gross receipts (over the previous three years), under the SBE Small Business Size Table amounts, as defined by SBA regulations (13 CFR 121.402), according to the industry in which the firm actively does business, or average gross receipts are not greater than $23.98 million over the previous three years.

C. Is at least 51 percent owned by one or more such economically disadvantaged individuals, or in the case of any business organized as a corporation, at least 51 percent of the shares are held by one or more economically disadvantaged individuals;

D. Is an independent business whose management and daily business operations are controlled by one or more of the economically disadvantaged individuals who own it;

E. E. Is a for profit business.

DOT Assisted Contract: Any contract or modification of a contract between LACMTA and a contractor which is paid for in whole or in part with DOT financial assistance.

FTA: Federal Transit Administration, an agency of the U.S. Department of Transportation.

LACMTA: The Los Angeles County Metropolitan Transportation Authority

Manufacturer: Means a business that operates, or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.

LACMTA Rail Project: The design, engineering and construction of the high-capacity, high-speed conventional rapid rail system, currently proposed as an 18 mile subway system with multi-car trains, steel rails and at least 16 stations serving the Los Angeles' Regional Core.

Non-Compliance: The condition existing when a contractor has failed to implement or meet the requirements of 49 CFR 26, as amended or LACMTA policy or procedure pertaining to SBE participation.

Payroll Form: The State of California WH 347 Dept. of Transportation form for completing the Contractor employee's number of hours worked, hourly rate of pay, employee's classification, name, SSN, address, and fringe benefits paid, etc.

Pre-Bid/Construction Conference: A meeting held by LACMTA after award of contract on a particular construction project, but prior to the beginning of any work, at which the prime contractor is advised of its federal, state and local compliance obligations and any final technical requirements.

Pre-Bid/Pre-Proposal Conference: A meeting held by LACMTA prior to the bid/proposal closing date of a particular project, at which prospective bidders/proposers are advised of LACMTA specification requirements which include SBE provisions.

Professional/Technical Services Contract: Contracts for the professional and technical services of accountants, architects, engineers, landscape architects, lawyers, planners, surveyors, title companies, urban designers, appraisers, option negotiators, and other persons performing similar services for LACMTA.

Public Works Contract: Contracts for the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Secretary: The Secretary of U.S. Department of Transportation or any person whom he/she has designated to act for him/her.

Labor Compliance Section: The staff that oversees and monitors labor standards activities for applicability to the State of California Labor Code and, where applicable, Title 8 of the California code of Regulations.

State: State of California.

Statement of Compliance: The statement on the back of Payroll Form WH 347, whereby the Contractor declares how the fringes are paid whether by cash or through a bona fide fringe program.

Subcontract: Any contract, including contracts of any tier, to furnish Work, Goods or Equipment between the Contractor and/or any Subcontractor or Supplier.

Subcontractor: Any individual, firm, partnership, corporation, joint venture, or combination thereof, other than employees of the Contractor that enters into a legal agreement with the Contractor or any Subcontractor to furnish Work, Construction Equipment or Goods. Unless otherwise specified, Subcontractor includes a Subcontractor of any tier.

U.S. Department of Transportation Regulation (49 CFR Part 26 as amended): Federal rules and regulations published in the Federal Register dated February 2, 1999; as amended by the Department of Transportation, Office of the Secretary; entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," and codified at Title 49, Code of Federal Regulations, Part 26.

Wages: The basic hourly rate of pay, any contribution made pursuant to, or cost anticipated to provide, a bona fide fringe benefit plan, fund or program.

APPENDIX B - SBE FORMS

REQUEST TO ADD SBE OR NON-SBE SUBCONTRACTOR

Project Name:_____ Contract No. _____

Prime Contractor: _____

Contractor herewith requests that _____, a ___ Small Business Enterprise (SBE)* or ____ Non-SBE, subcontracted to _____, be added to the approved list of subcontractors on this project in accordance with our approved subcontracting plan.

*If the proposed subcontractor is a SBE, contractor must attach a SBE certification letter to this form.

Description of Work (Specify Subcontractor's Portion of Work): Design ☐ Construction ☐

_____

_____

_____

_____

Expected Start Date: _____ Expected End Date: _____

NAICS Codes/ Description (List only those codes that are applicable):

Code(s)	Description:

Name of Proposed Firm: _____

Address:_____City_____State_____Zip_____

Email _____ Telephone _____

Contact Person _____ Title _____

Public Work Contractor Registration # _____

☐ Copy of Public Works Registration Attached

☐ Copy of Certification Regarding Debarment, Suspension and Other Responsibility Matters Attached

California Contractors State License #_____

If the Work/Services require DIR Registration, per California Labor Code §1725.5, complete below:

a. DIR Registration No.: _____

b. DIR Registration Date: _____

Subcontractor Counting and Calculating SBE Credit:

☐ As Subcontractor ☐ As Joint Venture ☐ As Supplier (60% for SBE Credit)

☐ Trucking (Owner Operator) ☐ As Broker (SBE credit for fees/commissions only)

Subcontract Amount $ _____ Amount Claimed as SBE Commitment: $ _____

Contract Type (for proposed subcontractor):

☐ Time & Material (Not to Exceed) ☐ Contract Term: _____through _____

☐ Lump Sum / Firm Fixed Price / Unit Price

Solicitation Process: This subcontractor was selected using the following process:

Competitive Selection:

☐ 3 Quotes (Best Value) ☐ Advertisement – Negotiated (Best Value)

☐ Advertisement – Low Bid ☐ Other _____

Subcontractor	SBE	Bid or Proposal Amount
	☐ Yes ☐ No	
	☐ Yes ☐ No	
	☐ Yes ☐ No	

Non-Competitive:

☐ Sole Source Award ☐ Other _____

Justification for selection: _____

_____

_____

_____

Has this subcontractor teamed with any other subcontractor on this Contract? ☐ Yes ☐ No

List all lower tier subcontractors that this subcontractor has teamed with on this contract and provide a separate Request to Add SBE or Non-SBE Subcontractor form for each.

Subcontractor	SBE	Scope of Work
	☐ Yes ☐ No	
	☐ Yes ☐ No	
	☐ Yes ☐ No	
	☐ Yes ☐ No	
	☐ Yes ☐ No	

Prime Contractor:_____ **Contract No.**_____

Proposed Subcontractor: _____

I hereby certify that the proposed firm (reference above) has been contracted in accordance with the terms of LACMTA's contract and that the proposed firm is not replacing another certified firm originally contracted to perform the scope of work, nor is a result of reducing or seeking to substitute the scope of work of another listed firm.

Name & Title of Certifying Official: _____

Signature: _____

Date: _____

FOR LACMTA APPROVAL

Selected Subcontractor: _____

This section to be completed by Vendor Contract Management only	**Additional Comment(s):**
Contractor Debarment ☐ Yes ☐ No **Pre-Qualified** (1st Tier Subcontractor > $100,000) ☐ Yes ☐ No **Organizational Conflict** ☐ Yes ☐ No **Consent for Adding** (If Non-SBE, DEOD does not require approval signature) ☐ Yes ☐ No	_____ **Name / Title** **Date**
This section to be completed by the Diversity & Economic Opportunity Department (DEOD) only Certification NAICS Verified ☐ Yes ☐ No Regular Dealer ☐ Yes ☐ No Broker ☐ Yes ☐ No **Approved for Adding** ☐ Yes ☐ No	**Additional Comment(s):** _____ **Name / Title** **Date**

For Small Business Programs Payment Reporting System
Contractor and Subcontractor User Guide please click on the following link:

http://media.metro.net/uploads/Metro_Connect/SBCRS%20USER%20GUIDE.pdf

ATTACHMENT H – RELEASE OF CLAIMS

ATTACHMENT H - RELEASE OF CLAIMS

Contract Number

Project Name

Name of Contractor: Contractor Name

Date:

Pursuant to the terms of Contract # Contract Number (hereinafter the "Contract") and in consideration of the monies, which are to be paid under the Contract to Contractor Name (hereinafter "Contractor") or its assignees, if any, the Contractor hereby does remise, release, waive and discharge the Los Angeles County Service Authority for Freeway Emergencies (hereinafter "LA SAFE"), its officers, directors, agents, employees, and Authorized Representatives (as defined in the Contract) of and from all liabilities, obligations, claims and demands whatsoever arising out of or under this Contract, except for those claims specifically reserved with the concurrence of LA SAFE and listed here:

Contractor acknowledges that the consideration of monies provided by LA SAFE in exchange for this release of claims shall be full and final payment for the amount due exclusive of the specifically reserved claims listed above.

(Note in the case of a corporation, the certificate below must be completed.)

Certificate

I Attestor Name, certify that I am the Attestor Title of the corporation named as Contractor herein; that Signatory Name, who signed said release on behalf of the Contractor was the Signatory Title of said Corporation; that said release was duly signed for and in behalf of corporation by authority of its governing body and is within the scope of its corporate powers.

Corporate Seal

_____
Signature

ATTACHMENT I – APPROVED SUBCONTRACTORS AND SUPPLIERS

ATTACHMENT I -
APPROVED SUBCONTRACTORS AND SUPPLIERS*

Subcontractor	Services Performed	License Type and Number	DBE/SBE/ DVBE
Name: **Address:** **Phone:**			
Name: **Address:** **Phone:**			
Name: **Address:** **Phone:**			
Name: **Address:** **Phone:**			
Name: **Address:** **Phone:**			

Supplier	Material Supplied	DBE/SBE/ DVBE
Name: **Address:** **Phone:**		
Name: **Address:** **Phone:**		
Name: **Address:** **Phone:**		
Name: **Address:** **Phone:**		
Name: **Address:** **Phone:**		

(Information will be incorporated by the Contract Administrator at time of award)

SECTION 3 – PROPOSAL DOCUMENTS

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INSTRUCTIONS TO PROPOSERS

IP-01 PRE-QUALIFICATON REQUIREMENTS

A. All Contractors, first tier Subcontractors, material suppliers (supplying directly to LA SAFE), and any other firm competing for award of contracts or subcontracts of $500,000 or more will be required to complete and submit a Contractor Pre-Qualification Application. Failure to do so may cause your Proposal to be rejected as non-responsive.

B. Contractor Pre-Qualification Applications are due to the Pre-Qualification office **no later than the Proposal due date**. Do not put copies of Pre-Qualification documents in your Proposal. All first tier Subcontractors must be Pre-qualified prior to performing any Services. Contractor is responsible for ensuring a timely submittal of all Pre-Qualification Applications.

C. For contact information, please refer to the Letter of Invitation. For detailed instructions, refer to the Pre-Qualification Application which can be downloaded from LACMTA website (**Pre-Qualification Application - Other than Construction Related Projects**) , or provided by the Pre-Qualification Office.

IP-02 BIDDERS LIST FORM

A. In accordance with 49 CFR 26.11 (c), Los Angeles County Service Authority for Freeway Emergencies (LA SAFE) is required to maintain a Bidders List, consisting of all firms bidding on prime contracts and bidding or quoting subcontracts, who seek an award or participation on LA SAFE contracts funded in whole or in part with Federal funds. Each Bidders List is a compilation of Bidders, Proposers, Quoters, subcontractors, manufacturers, and suppliers of materials who have submitted bids during the advertising period of a specific project.

B. All businesses that submit a Bid, Proposal, or Quote directly to LA SAFE must also ensure that all of its quoting subcontractors, suppliers, manufacturers and suppliers that the Proposer included in its response to LA SAFE, are required to complete and submit a Bidders List Form (FORM 5).

C. Bidders List Forms (FORM 5) are due at time of Proposal due date as provided in the Letter of Invitation. Failure to submit the Bidders List Form(s) may deem the Proposer non-responsive.

D. LA SAFE will use the Bidders List to identify the universe of DBE and non-DBE contractors and subcontractors who seek to work on LA SAFE contracts for use in establishing LA SAFE overall goals.

IP-03 EXAMINATION OF RFP DOCUMENTS

A. All proposals shall be in strict accordance with the Request for Proposal (RFP) Documents.

B. Copies of the solicitation, LA SAFE responses to all written questions, and requests for interpretation and clarification will be available for examination and/or purchase as noted in the Request for Proposal Letter. The proposer is solely responsible for the examination of solicitation documents; reviewing all Amendments; comprehending all conditions that may impact the proposal, and the performance of the Work should the proposer be selected. Failure of the proposer to so examine and inform itself must be at its sole risk.

IP-04 INTERPRETATION OF RFP DOCUMENTS

A. Requests for interpretation or clarification of the solicitation documents shall be submitted in writing. All written requests shall be forwarded to LA SAFE Contract Administrator identified in the Request for Proposal Letter.

B. To ensure that responses are provided to all Planholders, inquiries shall be received at least ten (10) working days prior to the submittal due date. Where such interpretation or clarification requires a change in the solicitation documents, LA SAFE will issue an Amendment.

C. LA SAFE shall not be bound by, and the Planholder shall not rely on for any purpose, any oral interpretation or oral clarification of the solicitation documents.

IP-05 COMMUNICATION WITH LA SAFE

All communications between LA SAFE and the proposers must be in writing addressed to the Contract Administrator identified in the Request for Proposal Letter, except for:

- The Diversity and Economic Opportunity (DEO) department (such as a list of certified firms and the certification status of a particular firm) may be obtained by contacting the responsible party noted in the Request for Proposal Letter.

IP-06 AMENDMENT

A. LA SAFE reserves the right to revise the solicitation documents prior to the proposal submittal due date. Such revisions, if any, will be made by Amendment to this RFP.

B. Proposers shall acknowledge receipt of all Amendments to the solicitation documents in the Proposal Letter. Failure to acknowledge receipt of all

Amendments and to include all the requirements of the Amendments in the proposal may render the proposal unacceptable and cause it to be rejected.

C. Prior to submitting the proposal to LA SAFE for consideration, each proposer is responsible for checking LACMTA VENDOR PORTAL website to ensure that it has received all applicable Amendments.

IP-07 PREPARATION OF SUBMITTAL

A. The proposal shall be formatted in accordance with the requirements specified herein. Proposals shall include the forms provided with the solicitation documents, or on legible photocopies of the forms. Proposers shall complete the forms in accordance with the directions specified in these Instructions and the forms. All required explanatory narratives and the supplementary data are to be included with the proposal forms as indicated.

B. Pencil or erasable ink shall not be accepted. Initial all modifications made to the proposer's entries and identify the proposer's name on the top right of each page. Liquid or dry correction materials shall not be used.

C. Failure to comply with the requirements outlined in these solicitation documents may render the proposal(s) incomplete and may cause proposal rejection. This RFP does not commit LA SAFE to enter into a contract nor does it obligate LA SAFE to pay for any costs incurred in the preparation and submission of proposals.

IP-08 MODIFICATIONS AND ALTERNATIVE PROPOSALS

A. Proposers are cautioned to limit exceptions, conditions, limitations to the provisions of this RFP as they may be determined to be so fundamental as to cause rejection of the proposal for not responding to the requirements of the RFP.

B. Proposers submitting conforming proposals may submit alternate proposals to this RFP as complete separate offers, if the alternate proposals offer technical improvements or modifications that are to the overall benefit of LA SAFE. LA SAFE reserves the right to accept or reject any alternate proposal. Oral or telephonic proposals and/or modifications shall not be considered.

IP-09 SIGNING OF PROPOSAL AND AUTHORIZATION TO NEGOTIATE

A. Proposer or its authorized representative (Proposer’s Representative) shall execute the Proposal and all required solicitation documents. Proposers shall submit evidence of the Proposer’s Representative’s authority.

B. If the proposer is a joint venture or partnership, it shall submit with its proposal a duly notarized Venturer or Partner-executed Irrevocable Power of Attorney that designates the Proposer’s Representative along with a copy of

the signed Joint Venture or Partnership Agreement. The Proposer's Representative shall be empowered to execute the proposal on behalf of the proposer and to act for and bind the proposer in all matters relating to the proposal. The Irrevocable Power of Attorney shall specifically state that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of the proposer that are assumed under the proposal and under any contract arising therefrom. The Proposer's Representative shall execute the proposal on behalf of the joint venture or partnership in its legal name.

IP-10 SUBMISSION OF PROPOSAL

A. LA SAFE will accept proposals submitted by the proposer at the address and place shown in the Letter of Invitation, up to the date and time shown therein.

B. It is the proposer's sole responsibility to see that its proposal is received as stipulated. LA SAFE may leave unopened any proposal received after the date and time for receipt of proposals. Any such unopened proposal may be returned to the proposer.

IP-11 PROPOSAL EVALUATION PROCESS

A. LA SAFE shall review and evaluate the proposals in accordance with the requirements of solicitation documents, including any Good Faith Efforts submittals. Following the evaluation period the Notice of Intent to Award will be sent to all proposers and posted on LA SAFE's website.

B. During the proposal evaluation period, staff shall determine if proposals are complete and proposers are responsible. Responsibility is defined as the apparent ability of the proposer to meet and successfully complete the requirements of the Contract. Responsibility includes, but is not limited to; consideration of a proposer's trustworthiness, the quality of past performance, financial ability, and fitness and capacity to do the proposed Work in a satisfactory manner. Proposers may be required to present further evidence that it has successfully performed similar Work of comparable magnitude or provide other proof satisfactory to LA SAFE that it is competent to successfully perform the Work.

C. For solicitations over $100,000, a debriefing is available to interested parties after award. Proposers must request the debriefing in writing within five (5) days of receipt of the Notice of Intent to Award. Debriefing will be held after award. Any request for a debriefing should be addressed to the Contracting Officer.

IP-12 WITHDRAWAL OF SUBMITTAL

The proposer by means of a written request, signed by the Proposer's Representative, may withdraw a proposal. Such written request shall be

delivered to the Contract Administrator identified in the Request for Proposal Letter prior to the award.

IP-13 PRE-AWARD AUDIT

LA SAFE or its representatives, upon reasonable advance written notice, shall have the right to examine any books, records, accounts and other documents of any proposer to determine the reasonableness, allowability, and allocability of the proposal.

IP-14 LA SAFE RIGHTS

LA SAFE may investigate the qualifications of any proposer under consideration inclusive of, but not limited to, the information provided in the Pre-Qualification Application. LA SAFE may require confirmation of information furnished by a proposer, and require additional evidence of qualifications to perform the Services described in this RFP. LA SAFE reserves the right to:

1. Reject any or all of the proposals, at its discretion;
2. Remedy errors in the RFP;
3. Cancel the entire RFP;
4. Issue subsequent RFP;
5. Amend the RFP before and after receipt of Proposals
6. Appoint evaluation committees to review proposals;
7. Seek the assistance of outside technical experts to review proposals;
8. Approve or disapprove the use of particular subcontractors and suppliers;
9. Establish a short list of proposers eligible for discussions after review of written proposals;
10. Solicit best and final offers (BAFO) from all or some of the Proposers;
11. Exercise its discretion in evaluating proposals according to the “Evaluation Criteria” to determine the Proposal most advantageous to the LA SAFE;
12. Negotiate with any, all or none of the Proposers;
13. Award a contract to one or more Proposers;
14. Accept other than the lowest priced proposal;
15. Disqualify the proposal(s) upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer(s);
16. Waive any informalities or irregularities in any proposal, to the extent permitted by law; and
17. Award a Contract without interviews, discussions or negotiations.

IP-15 PUBLIC RECORDS ACT

A. Responses to this RFP must be subject to the provisions of the California Public Records Act (California Code Government Code, §6250 et seq.).

B. Any documents provided by the Contractor to LA SAFE marked "Trade Secret," "Confidential," or "Proprietary" or any financial records provided by the Contractor to LA SAFE shall be handled in accordance with the General Condition entitled "Public Records".

IP-16 DISQUALIFICATION OF PROPOSERS

A. Federal Organizational Conflict of Interest may apply to this procurement. See Ethics Declaration in the Certification Forms, Section 5.

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

C. After the RFP is issued, any person, firm, corporation, joint venture or partnership, or other interested party that has discussions regarding this RFP with anyone within LA SAFE other than the Contract Administrator may be considered to have gained an unfair competitive advantage. The enclosed LA SAFE Lobby Ordinance, Certification of Conflict Checklist and LA SAFE Code of Conduct shall govern the limits of participation. Non-compliance with these regulations could lead to disqualification. All communications with LA SAFE shall be in accordance with the instruction, COMMUNICATIONS WITH LA SAFE.

IP-17 FILING OF PROTESTS

Protests may be filed by interested parties (i.e., an actual or prospective Proposer whose direct economic interest would be affected by the award of a contract or by failure to award a contract) concerning the terms, conditions, content, or form of the proposed procurement action or concerning the actual award decision.

Submission:
All protests must be submitted to the Contract Administrator via email (**anayag@metro.net**). LA SAFE may decide the protest without requesting further submission(s) from the party submitting the protest. Protests must include:

1. Name and address of the interested party (sufficient to establish that the protest is being filed by an interested party)
2. Identification of the proposed procurement or contract

3. Description of the nature of the protest and all matters that the party wishes LA SAFE to consider
4. Identification of the basis of protest (e.g., solicitation provisions, technical specifications, etc.)
5. Documentation supporting the allegations in the protest (e.g., affidavits, pertinent court and agency decisions, both pro and con)
6. Statement of the specific relief requested.

Time Limits:

1. Protests received after the time period below are untimely and may be denied on that basis unless LA SAFE concludes that the issue(s) raised by the protest involve fraud, gross abuse of the procurement process, or indicate substantial prejudice to the integrity of the procurement process.

2. A protest regarding the terms, conditions, or form of a procurement action must be received by LA SAFE no later than ten (10) calendar days after the date of the IFB or RFP is advertised.

3. A protest of award must be received by LA SAFE no later than fifteen (15) calendar days after the date of the Notice of Award.

4. Response. Except in extraordinary circumstances, LA SAFE shall issue a written decision on the protest within forty-five (45) calendar days of receipt of the initial protest submission.

5. Appeal. The interested party may file a written appeal of decision with the LA SAFE Executive Officer within five (5) calendar days of decision receipt. The appeal must be made by personal delivery, including confirmed delivery by fax, and restate the protest basis and grounds for appeal. The appeal shall only contain factual information previously provided in the protest or discovered subsequent to the decision and directly relted to the grounds of the original protest. The Executive Officer will evaluate the appeal and issue a written decision within a reasonable time of its receipt, to concur with or deny the appeal. The Executive Officer's decision is final.

END OF INSTRUCTIONS TO PROPOSERS

DIVERSITY & ECONOMIC OPPORTUNITY DEPARTMENT
SBE INSTRUCTIONS TO PROPOSERS AND FORMS (RFP-SA)

SECTION 100 - SBE PROGRAM

100 LACMTA POLICY STATEMENT: The Los Angeles County Metropolitan Transportation Authority (LACMTA) is the recipient of non-federal funds from state and local funding sources. It is LACMTA's policy to provide maximum opportunity for Small Business Enterprises(s) to compete and to foster increased SBE participation in its procurement and contracting program. LACMTA shall take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of with non-federal funds.

A. To take all reasonable steps to ensure nondiscrimination in the award and administration of non-federally funded contracts.

B. Create a level playing field on which SBEs can compete fairly for LACMTA contracts.

C. Ensure that only firms that fully meet the eligibility requirements of the LACMTA SBE Program are permitted to participate as SBEs.

D. Help remove barriers to the participation of SBEs in LACMTA contracts.

E. Assist the development of firms that can compete successfully in the marketplace outside the SBE program.

101 INTERPRETATION: Any conflict, error, omission or ambiguity which may arise between these instructions, California law and LACMTA's SBE Program shall be resolved first in favor of California law and second in favor of LACMTA's SBE program. Failure of a Bidder/Proposer or its subcontractors, consultants, suppliers or other entities to carry out these requirements may be grounds for LACMTA to implement administrative penalties or other remedies imposed by LACMTA.

102 SUSPENSION OR DEBARMENT: Suspension or debarment proceedings may be initiated by LACMTA against any firm:

A. That attempts to participate in the LACMTA SBE Program as an SBE if the firm does not meet the eligibility criteria stated in the Certification Standards for SBE programs and if it attempts to participate on the basis of false, fraudulent or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty.

B. That in order to be eligible for the SBE Set-Aside program, to meet the SBE subcontracting goals or other SBE program requirements uses or attempts to use on the basis of false, fraudulent or deceitful statements or representations, another firm that does not meet the SBE eligibility criteria stated in the certification standards.

In either case, LACMTA shall take action through the Diversity & Economic Opportunity Department and/or LACMTA's Office of Inspector General further action under and may refer the matter for prosecution under appropriate criminal statutes.

103 SBE SET-ASIDE BID/PROPOSAL FORMS: Bidder/Proposer shall submit with its Bid/Proposal completed SBE Set-Aside Bid/Proposal Forms listed below.

Form No.	Form Name	To Be Completed By	
		Prime (Includes SBE Primes)	All Subcontractors / Suppliers
Form 1	Proposed Subcontractors & Suppliers	X	
Form 2	Commercial Useful Function Affidavit	X	
Form 3	Business Data Sheet	X	X
Form 4	Proposed Lower Tier Subcontractors & Suppliers		X
Form 5	SBE Affirmation **(Only if subcontracting with SBE business)**	X	X
Form 6	Supplier/Broker Questionnaire (Only if SBE is a Supplier or Broker)	X	X

The Prime is required to complete and submit SBE Forms 1, 2 and 3. The Prime is required to jointly complete and submit Form 5 if subcontracting with a SBE business.

All subcontractors/suppliers are required to complete and submit Form 3 and 4. SBE subcontractors and suppliers are required to jointly complete and submit Form 5 when subcontracting with the Prime.

104 SBE PARTICIPATION: After contract award, SBE participation percentage(s) for SBE subcontractors, consultants or suppliers, listed by the Bidder/Proposer at time of bid or proposal will be monitored and enforced from contract inception through the term of contract. Failure to meet the SBE commitment may result in penalties and/or administrative sanctions. SBE administrative requirements for this contract are provided in the Diversity & Economic Opportunity Department Contract Compliance Manual (Set-Aside) incorporated as part of the conformed contract.

105 LACMTA OVERALL SBE GOAL: LACMTA has set an overall goal for SBE participation. The overall SBE goal applies to non-federally funded contracts LACMTA expects to expend for the fiscal year. LACMTA supports the use of race neutral measures to facilitate participation of SBEs and other small businesses, and encourages prime contractors to subcontract portions of their work that they might otherwise perform with their own forces. To ascertain whether the overall SBE goal is being achieved, LACMTA will track the dollar amount(s) paid to all certified SBE firms performing work called for in this contract that is eligible to be credited toward LACMTA's overall goal.

106 INFORMATION MUST BE CURRENT ACCURATE AND COMPLETE: Bidders/Proposers shall ensure all information provided in its response to the SBE requirements are current, accurate, and complete. LACMTA will perform an independent review and assessment of the data and information provided.

107 SBE INFORMATION: Bidders/Proposers are informed of the following:

A. SBE firms listed to meet the SBE goal must be SBE certified by LACMTA (see Section 300 SBE Certification Requirements).

B. An SBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company.

C. An SBE joint venture partner must be responsible for performing a clearly defined scope of work. SBE joint venture partners must actually perform, manage and supervise the work with its own forces; and share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

D. An SBE must perform a commercially useful function, by being responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising at least 30% of the project work with its own workforce (see Section 200 - Commercially Useful Function).

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

A. Solicit certified SBE firms that have the capability to perform the work of the contract through all available means (e.g. attendance at pre-bid/proposal meetings, advertising and/or written notices). Provide sufficient time for SBE firms to respond and take appropriate steps to follow-up initial solicitations.

B. Select portions of work to be performed by SBE firms in order to obtain SBE participation, which may include breaking out contract work items into economically feasible units to facilitate SBE participation even when the Bidder/Proposer might otherwise prefer to perform these work items with its own work forces.

C. Provide interested SBE firms with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist with response to a solicitation.

D. Negotiate in good faith with SBE firms.

E. Make efforts to assist interested SBE firms in obtaining lines of credit or insurance as required for the contract.

F. Effectively use the services of available small business organizations and other business assistance offices to provide assistance in the recruitment of SBE firms.

109 REPLACEMENT OF AN SBE FIRM: If a Bidder/Proposer lists an SBE subcontractor, subconsultant or supplier firm that is subsequently denied prequalification, or if for any reason SBE firm cannot perform under contract and must be replaced, the Bidder/Proposer shall use its best efforts to replace the SBE with another SBE firm. The Bidder/Proposer shall submit a written request to LACMTA for approval, prior to replacing an SBE. The Bidders'/Proposers' written request shall include the scope of work and dollar commitment for the replaced SBE and the SBE replacement.

SECTION 200 - CALCULATING AND COUNTING SBE PARTICIPATION

200 COMMERCIALLY USEFUL FUNCTION: SBE primes and subcontractors, at any tier, must perform a Commercially Useful Function (CUF). A SBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a SBE is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the SBE credit claimed for its performance of the work, and other relevant factors.

A SBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SBE participation. If a SBE does not perform or exercise responsibility for at least 30 percent (30%) of the total cost of its contract with its own work force, or the SBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, LACMTA must presume that the SBE is not performing a commercially useful function.

When a SBE is presumed not to be performing a commercially useful function, the SBE may present evidence in writing to rebut this presumption. LACMTA may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices. LACMTA decisions on commercially useful function, but are not administratively appealable.

201 CALCULATING SBE PARTICIPATION: LACMTA is only able to count toward the achievement of the SBE commitment percentage the value of actual dollar paid for work actually performed by SBE firms. There will be no credit for work performed by a non-SBE prime and/or subcontractor. SBE participation listed in the Bid or Proposal must comply with the provisions of this section.

Counting guidelines are provided as follows:

A. SBE as the Prime Contractor: 100% SBE credit for that portion of the work performed by the SBE's own forces, including the cost of materials and supplies. Work that a SBE prime subcontracts to a non-SBE firm does not count toward the SBE.

B. SBE as a Joint Venture Contractor: 100% SBE credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the SBE's own forces.

C. SBE as a Subcontractor: 100% SBE credit for the work of the subcontract performed by the SBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the SBE subcontractor from the prime contractor or its affiliates. Work that a SBE subcontractor in turn subcontracts to a non-SBE firm does not count toward the SBE.

D. SBE as a Material Supplier or Broker:

1. 60% SBE credit for the cost of the materials or supplies purchased from a SBE regular dealer.

2. 100% SBE credit for the cost of materials or supplies obtained from a SBE manufacturer.

3. 100% SBE credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

E. SBE as a Trucker: 100% SBE credit for trucking participation provided the SBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed and insured by the SBE must be used on the contact. Credit will be given for the full value of all such SBE trucks operated using SBE employed drivers. SBE credit will be limited to the value of the reasonable fee or commission received by the SBE if trucks are leased from a non-SBE company. LACMTA uses the following six (6) factors in determining whether to count expenditures to a SBE trucking firm, to determine if it is performing a commercially useful function:

1. The SBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract and there cannot be a contrived arrangement for the purpose of meeting SBEs.

2. The SBE must itself own and operate at least one fully licensed, insured and operational truck used on the contract.

3. The SBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

4. The SBE may lease trucks from another SBE firm, including an owner-operator who is certified as a SBE. The SBE who leases the trucks from another SBE receives credit for the total value of the transportation services the lessee SBE provides on the contract.

5. The SBE may also lease trucks from a non-SBE, including an owner-operator. The SBE who leases trucks from a non-SBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The SBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a SBE.

6. For the purposes of determining whether a SBE trucking company is performing a commercially useful function, a lease must indicate that the SBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the SBE, so long as the lease gives the SBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the SBE.

SECTION 300 - SMALL BUSINESS ENTERPRISE CERTIFICATION

300 CERTIFICATION REQUIREMENTS: A firm only holding a current certification as an eligible LACMTA SBE may participate in the LACMTA SBE Program. Firms listed by Bidders/Proposers to meet an established SBE subcontracting goal and to be eligible for the small business preference must be LACMTA certified by Bid/Proposal due date. LACMTA has a

responsibility to ensure that eligible SBE firms participate in LACMTA contracting. If not, that firm's participation may not be counted as SBE participation in the contract. Bidders/Proposers shall ensure SBE firms are certified in the North American Industry Classification System (NAICS) codes for the work in which the SBE firm is listed to perform and for which the Bidder/Proposer seeks SBE credit towards its SBE commitment. Certifications as a LACMTA SBE firm, means the firm met the SBE certification requirements and eligibility standards described in LACMTA's SBE Program.

301 SBE CERTIFICATION STANDARDS: LACMTA follows the standards and procedures defined by LACMTA SBE Program Subpart E to determine whether an applicant is eligible for SBE certification. These standards and procedures are described in detail in the Certification Instructions, provided with the Application for Certification. Interested individuals or companies will start the process by obtaining a copy of the SBE Application and SBE Certification Instructions.

302 SBE CERTIFICATION ELIGIBILITY:

A. Each applicant for SBE certification must prove to LACMTA's Certification Unit, by a preponderance of the evidence, that the applicant meets the criteria of economic disadvantage, business size, ownership and control.

B. An eligible SBE firm, including its affiliates, must be an existing small business, defined by the LACMTA SBE Program as appropriate to the type of work that the firm seeks to perform on each non-federally funded contract.

C. Certifications with respect to economic disadvantage, including signed statements of personal net worth and supporting documentation are required. If an individual's Statement of Personal Net Worth shows that the individual's personal net worth exceeds $1.32 million the individual's presumption of economic disadvantage is rebutted and the person is not qualified to be a SBE owner.

D. The applicant firm can only be an eligible SBE, if the firm, including its affiliates, has had average gross receipts over the previous three years of less than $23.98 million or as adjusted for inflation by the US Secretary of Transportation.

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

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

303 VERIFY THAT SBE CERTIFICATION IS CURRENT: SBE Certification is granted for a period of five years. The certification expiration date is included in the SBE certification letter issued by LACMTA. An SBE may become inactive or ineligible during its certification. Only SBEs with a valid certification status are eligible to participate in the SBE preference program and to be counted toward the achievement of SBE subcontracting goals.

Bidders/Proposers shall confirm the SBE certification status of listed SBE firms. To verify status of firms, for additional certification information, questions and to obtain a certification application, Bidders/Proposers or other interested parties may contact the LACMTA Certification Unit via

email at CertificationUnit@metro.net and by calling the DEOD Hotline at (213) 922-2600. Requests for verification of a firm's SBE certification status, granted by LACMTA, can also be sent by fax to (213) 922-7660. It is recommended that verification be made within 72 hours of the Bid/Proposal due date.

Bidders/Proposers shall include in its Bid/Proposal a copy of the SBE certification letter for each SBE firm listed in its Bid/Proposal. The letter serves to assist in verifying a firm's eligibility.

SECTION 400 - CONTRACT COMPLIANCE

400 COMPLIANCE MONITORING: LACMTA will monitor the Contractor's compliance with the SBE Program and administrative requirements for this contract as provided in the Diversity & Economic Opportunity Department Contract Compliance Manual (Set-Aside) incorporated into the executed contract.

FORM 1 - SBE SUBCONTRACTORS & SUPPLIERS

TO BE COMPLETED BY PRIME ONLY

The Prime (Offeror) is required to list ALL SBE businesses, of any tier, to be utilized on this project for whom Prime is seeking SBE Credit. For a bid to be responsive, the Prime (Offeror) must complete this form and submit the completed form with its bid. The form should be complete in accordance with the instructions on this form and in the solicitation, using care so that the information provided in this form is consistent with the information provided in Forms 2 to 5 and the SBE commitment in the SBE Affidavit. If there is any discrepancy or conflict between the information listed on any of Forms 2 to 5 and the information in this Form 1, LACMTA may issue requests for clarification seeking information or clarification from the Prime (Offeror) in accordance with this solicitation. In all events, Prime shall be required to meet the SBE commitment listed in the SBE Affidavit, which will be enforced by LACMTA under the Contract. Each SBE business listed on Form 1 shall complete Attachment A to this Form.

Solicitation Number: _____ Total Prime Bid Price: _____

Project Name: _____ Authorized Signature / Date: _____

Bid Due Date: _____ Printed Name and Title: _____

	A[1] NAME OF BUSINESS	B Manufacturer ? (Y/N)	C Supplier?[3] (Y/N)	D Distributor[4] (Y/N)	E Broker[5] (Y/N)	F Tier (First/ Second/ Third, etc.)	G LSBE (Y/N)	H % work intended to be self-performed	I[2] If not first-tier, name of business with whom listed business is contracted	J Dollar value of listed business' contract	K SBE Credit $[6] (Suppliers take 60% of price; Distributors take 40% of price; Brokers, fees & commission only)
	Your Firm										
SBE Subcontractors	1.										
	2.										
	3.										
	4.										
	5.										
	6.										
	7.										
									Total:		

[1]For any SBE firm listed on this Project, the Prime is subject to the Termination/Substitution requirements in the solicitation.

[2]Prime may be required to list businesses not listed on the Subcontractor Listing Form (e.g., a low dollar value non-SBE subcontractor who contracts with a SBE business).

[3]If a SBE business is a supplier providing materials/supplies, only sixty percent (60%) of the cost will be credited toward the SBE goal. LACMTA will take 60% of the cost for materials/supplies listed in Column J to credit for SBE participation. If a SBE supplier, list 60% of the Bid Price breakdown in Column K. Appropriate credit will be determined by LACMTA.

[4]If a SBE business is Distributor, only forty percent (40%) of the cost will be credited toward the SBE goal. LACMTA will take 40% of the cost for materials/supplies listed in Column J to credit for SBE participation. If a SBE distributor, list 40% of the Bid Price breakdown in Column K. Appropriate credit will be determined by LACMTA.

[5]If a SBE business is providing brokering services, only the broker/commission (mark-up) fees will be credited toward the SBE goal. If a broker, only list broker/commission (mark-up) fees in Column K.

[6]The Prime is reminded that work that a SBE subcontracts to a non-SBE firm does not count toward the SBE goal. See Section 300 (Commercial Useful Function and Counting SBE Participation) of the SBE Instructions to Proposers (Federal). All lower-tier Subcontractors for each SBE firm listed on this form must be identified on Attachment A.

ATTACHMENT A TO FORM 1: SUPPORTING INFORMATION FROM SBE SUBCONTRACTOR

INSTRUCTIONS FOR PRIME (Offeror):

The purpose of this Attachment A is to validate the SBE credit on Form 1 and the SBE commitment in the SBE Affidavit.

1. Send this Attachment A to each SBE business listed on Form 1 and ask each such SBE business to complete Attachment A and return to the Prime.
2. Obtain all Attachment A forms and verify that the information provided in the Attachments is consistent with the aggregated numbers in Form 1 and the SBE commitment listed in the SBE Affidavit. Verify that the information provided in the Attachment A forms is consistent with the information provided in Forms 2 to 5.
3. The Attachment A forms obtained from the SBE businesses listed on Form 1 may include businesses not listed on the Subcontractor Listing Form (e.g., a low dollar value non-SBE subcontractor who contracts with the SBE business).
4. Attach all Attachment A forms received to Form 1 as Attachment A. For a bid to be responsive, you must submit with your bid a completed Attachment A for each SBE business listed on Form 1.
5. If there is any discrepancy or conflict between the information listed on any of Forms 1 to 5 and the information in the Attachments, LACMTA may issue requests for clarification seeking information or clarification from the Prime (Offeror) and the SBE in accordance with this solicitation. In all events, Prime shall be required to meet the SBE commitment listed in the SBE Affidavit, which will be enforced by LACMTA under the Contract.

INSTRUCTIONS FOR EACH SBE SUBCONTRACTOR LISTED ON FORM 1 THAT IS SUBCONTRACTING WORK:

1. Complete this Attachment A to Form 1 to the best of your knowledge and information.
2. Complete the row titled "Your Firm" with name in column A and complete the information in columns B to E and G to I for your contract.
3. List each lower-tier Subcontractor (SBE or non-SBE) that you will be subcontracting Work to in column A and complete the information in columns B through I for each of the Subcontractors listed in column A.

ATTACHMENT A TO FORM 1: SUPPORTING INFORMATION FROM SBE SUBCONTRACTOR

Your Business Name: _____ Project Name: _____

Subcontractor Bid Price: _____ Your Prime Name: _____

Printed Name and Title: _____ Authorized Signature[1] / Date: _____

		A	B	C	D	E	F	G	H	I	J	K
		NAME OF BUSINESS	SBE? (Y/N)	Manufacturer (Y/N)	Supplier[2] (Y/N)	Distributor[3] (Y/N)	Broker[4] (Y/N)	LSBE (Y/N)	Directly contracting through your firm or at a lower tier? (Direct/lower)	If not first-tier, name of business with whom listed business is contracted	Dollar value of listed business contract[5]	SBE Credit $[6] (Suppliers take 60% of price; Distributors take 40% of price; Brokers, fees & commission only)
	Your Firm											
Lower-Tier Subcontractors	1.											
	2.											
	3.											
	4.											
	5.											

[1]To be signed by the authorized signatory of the applicable SBE business listed in Form 1.

[2]If a SBE business is a Supplier providing materials/equipment/supplies, only sixty percent (60%) of the cost will be credited toward the SBE goal. LACMTA will take 60% of the cost for materials/equipment/supplies listed in Column J to credit for SBE participation. If a SBE supplier, please list 60% of the sub-bid price breakdown in Column K. Appropriate credit will be determined by LACMTA.

[3]If a SBE business is Distributor, only forty-percent (40%) of the cost will be credited toward the SBE goal. LACMTA will take 40% of the cost for materials/supplies listed in Column J to credit for SBE participation. If a SBE distributor, list 40% of the Bid Price breakdown in Column K. Appropriate credit will be determined by LACMTA.

[4]If a SBE business is providing brokering services, only the broker/commission (mark-up) fees will be credited toward the SBE goal. If a broker, only list broker/commission (mark-up) fees in Column K.

[6]The Subcontractor is reminded that work that a SBE subcontracts to a non-SBE firm does not count toward the SBE goal. See Section 300 (Commercial Useful Function and Counting SBE Participation) of the SBE Instructions to Proposers (Federal).

For any SBE firm listed on Form 1 for this Project, the Prime is subject to the Termination/Substitution requirements in the DEOD Contract Compliance Manual.

FORM 1B - PROPOSED SUBCONTRACTORS & SUPPLIERS

TO BE COMPLETED BY PRIME ONLY

The Prime is requested to list ALL first-tier businesses which include SBEs & Non-SBEs to be utilized on this project. Completion of this form and Form 3, Business Data Sheet also fulfills the requirements of the California Subletting and Subcontracting Fair Practices Act.

IFB/RFP/RFIQ Number: _____ Project Name: _____

Project Name: _____ Proposal/Bid Due Date: _____

Total Proposal/Bid Price _____ Authorized Signature/Date _____

	A		B	C	D	E	F	G
	NAME OF BUSINESS		SBE? (Y/N)	Manufacturer? (Y/N)	Supplier?[1] (Y/N)	Broker?[2] (Y/N)	Proposal/Bid Price Breakdown $	SBE Credit $ (if supplier, take 60% of price; if broker, fess and commission only)
	Your Firm							
Subcontractors	1.							
	2.							
	3.							
	4.							
	5.							
	6.							
	7.							
	8.							
	9.							
	10.							
						Total:	(Should match Total Proposal/Bid Price listed on top of page)	(Total SBE Commitment)

[1]If an SBE business is a supplier providing materials/supplies, only sixty-percent (60%) of the cost will be credited toward the SBE goal. Metro will take 60% of the cost for materials/supplies listed in Column F to credit for SBE participation. If an SBE supplier, please list 60% of the Proposal Price in Column G.

[2]If an SBE business is providing brokering services, only the broker/commission (mark-up) fees will be credited toward the SBE goal. If a broker, please only list broker/commission (mark-up) fees in Column G. Appropriate credit will be reviewed by Metro according to 49 CFR Part 26.55

FORM 2 - COMMERCIALLY USEFUL FUNCTION AFFIDAVIT

TO BE COMPLETED BY PRIME ONLY

PART A: AFFIDAVIT

An SBE performs a commercially useful function (CUF) when it is responsible for at least execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involve. An SBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SBE participation.

The Bidder/Proposer acknowledges that it will perform at least 30% of the work for during the performance this contract with its own workforce in compliance with the CUF requirements.

The Bidder/Proposer declares to perform the following percentage of work with its own workforce:

_____ Percent (____ %)

PART B: SIGNATURE

The undersigned Director, Officer, General Partner, or similarly situated Principal of the business declares he/she is informed and believe, and thereon allege, that to the best of their knowledge, information and belief, the information set forth on this page of this document and any attachments, is current, complete and accurate.

Executed on: _____, 20 ___, at, _____, _____
(Date) (City) (State)

Business Name: _____

Business Address: _____
(Street) (City) (State)

Authorized Signature: _____

Printed Name: _____ Title: _____

Phone: _____ Email: _____

FORM 3 - BUSINESS DATA SHEET

TO BE COMPLETED BY PRIME AND ALL SUBCONTRACTORS IDENTIFIED AT ANY TIER ON THE SUCONTRACTOR LISTING FORM OR FORM 1 AND ATTACHMENT A TO FORM 1

Part A: Business Data

1. Business Name: _____

2. Is your business a SBE? **YES** ☐ **NO** ☐
(If marked "SBE", a copy of the certification letter for this business must be attached to this Form)

3.
   a. If you answered yes to question 2, is your business currently a **SBE** certified by California Unified Certification Program (CUCP)? **YES** ☐ **NO** ☐

   b. Certified by an organization outside of California? **YES** ☐ **NO** ☐

   Name of Certifying Agency:_____

4. Is your business which will be performing the work on this Project a Joint Venture or participating in a Joint Venture for this Project?
(If answered YES, the Joint Venture Agreement must be submitted with the bid) **YES** ☐ **NO** ☐

5. If you answered yes to question 4, provide the name of the Joint Venture (JV), the name of each Partner or Member of the Joint Venture, indicate whether a Joint Venture Partner or Member is an SBE, and the name of the Certifying Agency of the SBE Joint Venture Partner or Member as well as a copy of the certification letter.

   a. Name of Joint Venture (JV): _____

   Business Name of JV Partner/Member: _____ **SBE** ☐ **Non-SBE** ☐
   Name of Certifying Agency: _____

   Business Name of JV Partner/Member: _____ **SBE** ☐ **Non-SBE** ☐
   Name of Certifying Agency: _____

   Business Name of JV Partner/Member: _____ **SBE** ☐ **Non-SBE** ☐
   Name of Certifying Agency: _____

5. Primary Business Address: _____
(Street) (City) (State) (Zip)

6. Mailing Address: _____
(Street) (City) (State) (Zip)

7. County Business is located in: _____

8. Name of Contact Person: _____, _____
(Name) (Title)

9. Owner'(s) Ethnicity: _____

11. Phone: ( ) _____ - _____

12. Email Address:_____

13. Fax: ( ) _____ - _____

14. Age of Business: _____ Years, and _____ Months

15. If your business requires a license, complete below.

   a. License Type: _____

   b. License #: _____

   c. Expiration: _____

16. Business Annual Gross Receipts:

   a. ☐ Less than $500,000
   b. ☐ $500,000 to $1,000,000
   c. ☐ $1,000,000 to $2,000,000
   d. ☐ $2,000,000 to $5,000,000
   e. ☐ $5,000,000 to $25,000,000
   f. ☐ Over $25,000,000

Part B: Work Descriptions

18. Identify the scope of work and corresponding North American Industry Classification System (NAICS) Code(s) that will be performed by this business of the project that is the subject of the procurement.[1]

DESCRIPTION OF WORK OR SERVICE TO BE PERFORMED, OR MATERIALS SUPPLIED ON THIS CONTRACT	ONLY LIST APPLICABLE NAICS CODE(S) (6 DIGITS) FOR WORK TO BE PERFORMED

19. Will your business provide trucking company services on this project? Yes ☐ No ☐

If marked YES, please complete items a. to c. below. If answered NO, answer "Not Applicable."

a. How many trucks does your company own? _____

b. How many trucks does your company lease? _____

c. How many trucks are registered to your company? _____

Part C: Signature

The undersigned Director, Officer, General Partner, or similarly situated Principal of the business declares he/she is informed and believes, and thereon attests, that to the best of its knowledge and information, that the information set forth on this page and any attachments, is current, complete and accurate.

Business Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

[1]To receive credit, SBE firms must be certified in applicable NAICS Codes for listed scope of work.

FORM 4 – SBE AFFIRMATION

TO BE COMPLETED BY PRIME AND ALL SUBCONTRACTORS (SBE AND NON-SBE) THAT WILL SUBCONTRACT TO A SBE BUSINESS.

INSTRUCTIONS: Complete and sign this SBE Affirmation on your behalf to affirm that you will utilize the SBE businesses listed on Form 1 and its Attachments. This form must be signed by the SBE business acknowledging that it has submitted a written quote to you and has been listed to perform work on this Contract.

ADDITIONAL INSTRUCTIONS TO PRIME (OFFEROR) ONLY:

1. In addition to completing and signing this SBE Affirmation on your behalf, obtain all completed and signed SBE Affirmations from all Subcontractors (SBE and Non-SBE) of any tier that will subcontract to a SBE business and verify that the information provided in the SBE Affirmations are consistent with Form 1 and its Attachments.
2. Attach your SBE Affirmation and all SBE Affirmations received from Subcontractors (SBE and Non-SBE) of any tier that will subcontract to a SBE business. For a bid to be responsive, you must submit with your bid a completed and signed SBE Affirmation for your firm as the prime and for each Subcontractor (SBE and Non-SBE) of any tier that will subcontract to a SBE business.
3. If there is any discrepancy or conflict between the information listed on the submitted SBE Affirmations and any of the Forms 1 to 3, LACMTA may issue requests for clarification seeking information or clarification from the Prime (Offeror) and/or Subcontractor in accordance with this solicitation. In all events, Prime shall be required to meet the SBE commitment listed in the SBE Affidavit, which will be enforced by LACMTA under the Contract.

1. Solicitation Number: _____

2. Project Name: _____

3. Prime/Subcontractor Name: _____ _____

4. Prime/Subcontractor Business Address: _____
(Street) (City) (State) (Zip)

5. Name of Proposed SBE Business: _____

6. SBE Business Address: _____
(Street) (City) (State) (Zip)

7. Financial Description: Total $ Amount listed for this SBE business is: $ _____

8. Technical Description: Identify the scope of work and corresponding North American Industry Classification System (NAICS) Code(s) that will be performed by this SBE business. To receive credit, SBE firms must be certified in applicable NAICS Codes for listed scope of work.

DESCRIPTION OF WORK OR SERVICE TO BE PERFORMED, OR MATERIALS TO BE SUPPLIED ON THIS CONTRACT	ONLY LIST APPLICABLE NAICS CODE(S) (6 DIGITS) FOR WORK TO BE PERFORMED

Affirmation: Signatures of the authorized representatives of the Prime/Subcontractor and of the SBE business below represent the commitment by both parties to enter into a formal subcontract agreement.

_____ (Prime/Subcontractor Name)	_____ (SBE Business Name)
_____ (Authorized Signature of Business)[1] (Date)	_____ (Authorized Signature of Business) (Date)
_____ (Typed or Printed Name of Signee)	_____ (Typed or Printed Name of Signee)
_____ (Title of Signee)	_____ (Title of Signee)
_____ (Email)	_____ (Email)
_____ (Telephone)	_____ (Telephone)

[1] Signature of the Prime/Subcontractor to which the SBE business will report to directly.

SBE FORM 5 – BIDDERS LIST FORM

The Los Angeles County Metropolitan Transportation Authority (LACMTA) is required per 49 CFR 26.11(c) to create and maintain a comprehensive Bidders List. The purpose of this bidders list information is to compile as accurate data as possible about the universe of SBE and non-SBE contractors and subcontractors who seek to work on LACMTA's federally assisted contracts. The Bidder's List is a compilation of all bidders, proposers, quoters, subcontractors, manufacturers, and suppliers of materials and services who bid or propose as a prime contractor or subcontractor for this solicitation, inclusive of unsuccessful bids or quotes. Bidders and Proposers are required to submit Form 5 with their bid or proposal. Please provide the following data:

Bidder 1: Business data

Business Name: _____

Business Address:

_____

Street City State Zip

Is the firm an DBE: ☐ Yes ☐ No

Name of Contact Person: _____

Rac and Gender of Firm's Majority Owner: _____

Phone: Email Address: NAICS code applicable to the scope of work to be performed by firm:

_____ _____

Age of Business: Years Months

Annual Gross Receipts: a. ☐ Less than $500,000 b. ☐ $500,000 to $1,000,000 c. ☐ $1,000,000 to $2,000,000
d. ☐ $2,000,000 to $5,000,000 e. ☐ Over $5,000,000

Bidder 2: Business data

Business Name: _____

Business Address:

_____

Street City State Zip

Is the firm an DBE: ☐ Yes ☐ No

Name of Contact Person: _____

Race and Gender of Firm's Majority Owner: _____

Phone: Email Address: NAICS code applicable to the scope of work to be performed by firm:

_____ _____

Age of Business: Years Months

Annual Gross Receipts: a. ☐ Less than $500,000 b. ☐ $500,000 to $1,000,000 c. ☐ $1,000,000 to $2,000,000
d. ☐ $2,000,000 to $5,000,000 e. ☐ Over $5,000,000

If necessary, this "Bidders List" form can be duplicated to include all firms (SBE and non-SBE) that have submitted a bid or quote on this DOT-assisted project.

SBE FORM – 6

SBE Regular Dealer/Distributor Affirmation Form

Bidder Name:

Contract Name/Number:

Metro will make a preliminary counting determination for each SBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in the Instructions to Bidders/Proposers of the solicitation and in the Contract Compliance Manual, under the Contract at issue. A SBE regular dealer is a firm that owns (or leases) and-operates, a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the general character described by the specifications and required under the contract are bought, kept in sufficient quantities, and regularly sold or leased to the public in the usual course of business. Items kept and regularly sold by the SBE are of the "general character" when they share the same material characteristics and application as the items specified by the contract. A SBE distributor is an established business that engages in the regular sale or lease of the items specified by the contract. A DBE distributor assumes responsibility for the items it purchases once they leave the point of origin (e.g., a manufacturer's facility), making it liable for any loss or damage not covered by the carrier's insurance. A SBE distributor may receive 40% credit for drop-shipped items. The amount of SBE credit will be made on a contract-by-contract basis. **A copy of the bidder's quote, commitment, contract, or purchase order showing the materials the SBE regular dealer or distributor is supplying must be attached to this form.**

SBE Name:	Total Subcontract/Purchase Order Amount:
Authorized SBE Representative (Name and Title):	NAICS Code(s) Related to the Items to be Sold/Leased:

1. Will **all** items sold or leased be provided from the on-hand inventory at your establishment? ☐ **YES** ☐ **NO**

(If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. STOP here. Read and sign the affirmation below. If "NO" Continue.)

a) Are you selling bulk items (e.g., petroleum products, steel, concrete, concrete products, sand, gravel, asphalt, etc.) or items not typically stocked due to their unique characteristics (aka specialty items)?

☐ **YES** ☐ **NO** **(If "YES," Go to Question 2. If "NO" Continue.)**

b) Will at least 51% of the items you are selling be provided from the inventory maintained at your establishment, and will the minor quantities of items delivered from and by other sources be of the general character as those provided from your inventory?

☐ **YES** ☐ **NO*** **(If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. STOP here. Read and sign the affirmation below.**

***If 1.,1. a), and 1. b) above are "NO," your performance on the whole will not satisfy the regular dealer requirements; therefore, only the value of items to be sold or leased from inventory can be counted at 60%. (Go to Question 3. to determine if the items delivered from and by other sources are eligible for Distributor credit.)**

2. Will you deliver all bulk or specialty items using distribution equipment you own (or under a long-term lease) and operate?

☐ **YES** ☐ **NO[1]**

(If "YES," you have indicated that your performance will satisfy the requirements for a regular dealer of bulk items and may be counted at 60%. STOP here. Read and sign the affirmation below.)

[1] If "NO," your performance will not satisfy the requirements for a regular dealer of bulk items; the value of items to be sold or leased cannot be counted at 60%. (Go to Question 3.)

SBE FORM – 6

SBE Regular Dealer/Distributor Affirmation Form (cont.)

Bidder Name:

Contract Name/Number:

3. Will the written terms of your purchase order or bill of lading from a third-party transfer responsibility, including risk for loss or damage to your company at the point of origin (e.g. a manufacturing facility)? ☐ **YES**[2] ☐ **NO**[3]

a) Will you be using sources **other than** the manufacturer (or other seller) to deliver or arrange delivery of the items sold or leased? ☐ **YES**[2] ☐ **NO**[3]

[2] **If your responses to 3 and 3.a) are "YES," you have indicated that your performance will satisfy the requirements of a distributor; therefore, the value of items sold or leased may be counted at 40%.**

[3] **If you responded "NO" to either 3 or 3.a), counting of your participation is limited to the reasonable cost of fees or commissions charged, including transportation charges for the delivery of materials or supplies; the cost of materials or supplies may not be counted.**

4. I affirm that the information that I provided above is true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. I further affirm that my company will independently negotiate price, order specified quantities, and pay for the items listed in the bidder's commitment. This includes my company's responsibility for the quality of such items in terms of necessary repairs, exchanges, or processing of any warranty claims for damaged or defective materials.

Printed Name and Signature of SBE Owner/Authorized Representative:

5. The bidder acknowledges its responsibility for verifying the information provided by the SBE named above and ensuring that the counting of the SBE's participation is accurate. Any shortfall caused by errors in counting is the responsibility of the bidder.

Printed Name and Signature of Bidder's Authorized Representative:

SUBMITTAL REQUIREMENTS

1.1 GENERAL FORMAT

A. Proposals shall comply with the following:

1. Be prepared on an 8.5" x 11" page size with 1" left, top, bottom and right margins. Typing shall be single spaced with a minimum font size of ten. Use of 11" x 17" (fold out sheets) for large tables, charts or diagrams is permissible, but should be limited. Elaborate format is not necessary.

Do not provide promotional, marketing or advertising information;

2. When requested by the RFP, contain concise written materials (and drawings if applicable) that enable the reviewer to clearly understand the Proposer's capabilities;

3. Contractor Pre-Qualification Application documents **shall not be** included with the Proposal documents. Contractor Pre-Qualification Application documents shall be delivered directly to the Pre-Qualification Office **no later than the Proposal due date and time.**

4. Proposals shall be submitted electronically via email to **bid@metro.net** with a cc: to **anayag@metro.net**. This email address is exclusively reserved for the submission of proposals. Any other communications must be submitted directly to the Contract Administrator, DEOD, Ethics, and or Pre-Qualification Office accordingly. Submittals must adhere to the requirements stated below:

a. Electronic proposals shall be searchable Adobe PDF.

b. Email subject line must contain the Vendor Name, LA SAFE Contract Administrator First and Last name, and the RFP number. If more than one email is required for proposal submittal, indicate in the subject line that this is submittal 1 of 5, 2 of 5, etc.

c. Proposals shall be submitted no later than the proposal due date and time.

d. Individual email submittals should be no larger than 20MB.

e. It is recommended that proposers send their email(s) allowing for sufficient time to ensure that the proposer can meet the proposal due date. Additionally, proposer's email(s) should be sent with a Delivery and Read receipt for their records. **Lastly, proposers should send a verification email to the named Contract Administrator at anayag@metro.net after the email submission(s) of proposal**. The verification email (s) should indicate that a proposal has been submitted for RFP #PS140976 on X number of email(s)

B. Proposals shall be submitted in multiple volumes as specified below:

- Volume I: Technical Proposal
- Volume II: Certification Forms

- Volume III: Cost Proposal
- Volume IV: DEOD Forms And Required Documents

*** VOLUMES III AND IV SHALL BE SUBMITTED TOGETHER IN A SINGLE EMAIL SEPARATE FROM VOLUMES I AND II**

1.2 PROPOSAL CONTENT

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

The Technical Proposal shall not contain any pricing information or discussion of pricing. More information about sections of the technical proposal is provided below.

VOLUME I – TECHNICAL PROPOSAL

The Proposal submittal shall be limited to **50 pages, inclusive of resumes**, exclusive of Certifications, Pro Form 054 (List of Current Projects), Pro Form 055 (List of Completed Projects – Last Five years); Front, Back Covers and the Table of Contents are not counted toward the Page Limit in Volume I.

TAB A - PROPOSAL LETTER (SECTION 4); this letter must be completed and executed by an Authorized Representative of the Proposer. No other letter may replace or be included in addition to the Proposal Letter.

TAB B - EXECUTIVE SUMMARY (maximum of 2 pages); Include legal company name, year company was established, Dunn & Bradstreet number, stock exchange symbol (if publicly traded), whether the firm is a METRO or BART certified Small Business Enterprise (SBE/DVBE), corporate address, telephone and fax number. Include name, title, address, email address, and telephone number of the contact person during the proposal evaluation phase and the name and title of the person Authorized to enter the firm into a contract.

TAB C – EXPERIENCE, QUALIFICATIONS, AND PAST PERFORMANCE

Proposer **shall submit** material and supporting documents, including screenshots, that describe past projects of similar nature as the Scope of Services (SOS) to demonstrate it possesses the experience to successfully complete this project. Describe/discuss in detail the firm's approach/ability to meet the requirements of the SOS by addressing the following:

A. FIRM EXPERIENCE AND CAPABILITY

The proposer shall submit documentation demonstrating the firm's qualifications and organizational capacity:

1. Executive Business Summary:
   Provide a summary including years in business and an overview of the firm's background.
2. Core Service Competencies:
   Describe the firm's primary service areas relevant to this project.
3. Organization Chart:
   Submit an organizational chart showing reporting relationships and key functional roles. The team must possesses **at least three(3) years**' experience in development and operation and management of similar projects.

4. Relevant Project Experience:
   Provide, in a narrative and utilizing Forms 54 or 55 (Current/Past Projects found in Section four [4]), company profile information and a summary of relevant projects similar in nature and complexity.

B. PROJECT MANAGER EXPERIENCE

The proposer shall submit evidence demonstrating the qualifications of the proposed Project Manager:

1. Project Manager Experience
   Provide documentation demonstrating the proposed Project Manager has at least **five (5) years** of experience managing projects of similar nature and complexity, including experience in:
   a. Developing, designing, deploying, supporting, and maintaining websites and mobile applications.
   b. Similar project roles and responsibilities
2. Resumes should be 2 pages maximum for each and demonstrate:
   a. Relevant experience
   b. Technical skills
   c. Past performance on similar projects
   d. Certifications, education, and professional qualifications

C. EXPERIENCE OF KEY PERSONNEL

The proposer shall submit qualifications for all key personnel assigned to this project:

1. Key Personnel Experience
   Proposer shall provide documentation showing at least **three (3) years** of experience for each key team member, including experience in:
   a. Developing, designing, deploying, supporting, and maintaining websites and mobile applications.
   b. Similar project roles and responsibilities
2. Resumes should be 2 pages maximum for each and demonstrate:
   a. Relevant experience
   b. Technical skills
   c. Past performance on similar projects
   d. Certifications, education, and professional qualifications

D. POST-LAUNCH SUPPORT EXPERIENCE

The proposer shall submit:

1. Post-Launch Management Experience
   In a narrative and utilizing Forms 54 or 55 (Current/Past Projects found in Section Four [4]), Proposers shall demonstrate experience in managing digital platforms after launch, including
   a. System Updates and Enhancements
   b. Performance Monitoring
   c. Issue Identification and Resolution
   d. Support During Peak Periods (e.g., major events, high-traffic conditions)

TAB D – PROPOSED MANAGEMENT PLAN, WORK PLAN APPROACH AND SCHEDULE

The proposer **shall submit** documents demonstrating a clear and feasible management approach:

A. MANAGEMENT APPROACH

1. Management Approach
   A statement describing the proposed management and oversight structure, including:
   a. Roles and Reporting Relationships
   b. Decision-making processes
   c. Oversight mechanisms
   d. How the structure supports timely delivery
2. Time Commitment and Availability
   A statement confirming the availability and time commitment of the Project Manager and key personnel, including:
   a. Percentage of time allocated
   b. Anticipated workload
   c. Any concurrent commitments
3. Communication and Collaboration Plan
   A proposed plan describing how the proposer will communicate and collaborate with LA SAFE, including:
   a. Meeting cadence
   b. Reporting methods
   c. Issue escalation procedures
   d. Tools and platforms used
4. Staffing Plan and Organizational Chart
   A staffing plan that identifies all key roles and responsibilities, supported by an organizational chart showing:
   a. Team structure
   b. Subcontractors (if applicable)
   c. Lines of authority and communication

B. WORK PLAN AND METHODOLOGY

The proposer shall provide following:

1. Detailed Work Plan
   A work plan addressing all tasks and deliverables in the Scope of Service (SOS), including:
   a. Task descriptions
   b. Deliverables
   c. Milestones
   d. Responsible personnel
2. Unified Web and Mobile Experience
   A description of the proposed approach for delivering a consistent experience across web and mobile platforms, including:
   a. Shared information architecture
   b. Terminology alignment
   c. Cross-platform design principles
3. Multilingual and Accessibility Compliance
   A description of the proposer's approach to:
   a. Multilingual support
   b. Title VI language readiness
   c. WCAG 2.1 AA compliance

d. Accessibility testing methods

4. Emergency Response and Continuity
   A plan describing how the proposer will ensure operational continuity and emergency response readiness during disruptions.
5. KPI Definition and Use
   A description of the approach for defining, instrumenting, and using Key Performance Indicators (KPIs) to measure performance of major features and user journeys.
6. Operations and Maintenance Approach
   A description of the proposed approach for:
   a. Ongoing operations and maintenance
   b. Quarterly testing
   c. Analytics
   d. Continuous improvement processes
7. Technical Approach & Iteration Strategy
   A narrative describing how the proposer's technical approach, feature prioritization, and iteration strategy will contribute to measurable improvements over time.

C. FEATURE IMPLEMENTATION STRATEGY

The proposer shall address the following:

1. Approach for Key Features
   Description of the proposed approach for implementing key features such as:
   a. Alerts Map
   b. Trip Planner
   c. Transit Near Me
   d. Venue Pages
   e. Emergency Response Templates
   f. User Feedback System
2. Modular and Reusable Components
   A description of the approach to designing features using modular, reusable components to support scalability and consistency.
3. API and Integration Strategy
   A description of how feature logic will be exposed via APIs or services to support integration with:
   a. SoCal 511 platforms
   b. Third-party consumers
4. Crowdsourcing Feature Recommendations
   A description of the proposer's approach for incorporating crowdsourced feature recommendations into the product roadmap.
5. Phased Feature Rollout
   A description of the approach for phased-in features such as:
   a. Mixed-mode trip planner
   b. Chatbot integration
6. Long-Term Scalability and Maintainability
   A description of how the proposed architecture and development practices support long-term scalability and maintainability.

D. SCHEDULE & MILESTONES

The proposer shall submit:

1. Project Schedule

A realistic and achievable schedule that meets all required milestones, including but not limited to:

a. Baseline System Launch
b. Full System Launch: January 1, 2028

2. The schedule must include:
   a. Major tasks
   b. Dependencies
   c. Milestones
   d. Critical path
   e. Assumptions

TAB E – TECHNICAL ARCHITECTURE, DATA INTEGRATION, AND SECURITY

The proposer shall submit materials and supporting documents, including screenshots, demonstrating a clear understanding and capability to deliver a modern, modular, secure technical architecture aligned with the SOW.

A. CROWDSOURCING / ADVANCED CAPABILITIES

The proposer shall submit a portfolio (i.e., screenshots), of up to two (2) recent projects that demonstrate experience with crowdsourcing, user-generated data, or real-time input systems.

1. Project portfolio

   Proposer shall submit a portfolio (i.e. screenshots), of up to two (2) recent projects that demonstrate experience with crowdsourcing, user-generated data, or similar real-time input systems. The work submitted should demonstrate the following:
   a. Type(s) of user input collected
   b. Validation, moderation, or quality control approach
   c. How user input was integrated into core system functionality.

2. Project documentation

   For each project submitted, provide:
   a. Project name and description
   b. Proposer's specific role and responsibilities
   c. Key features delivered
   d. Project outcomes (e.g., performance, user adoption, improvements)
   e. Verifiable client contacts information (name, title, phone/email)

Only the first two (2) submittals will be evaluated.

B. TECHNICAL ARCHITECTURE

The proposer **shall submit:**

1. Technical Architecture Description

   Proposed technical architecture for:
   a. Web applications
   b. Mobile applications
   c. Content Management System (CMS)
   d. Backend services

2. Content

   The submission must address:
   a. Real-time data handling
   b. API integration
   c. Caching strategies
   d. Error handling

e. Overall system performance and reliability

C. INTEGRATION WITH RIITS AND OTHER DATA SOURCES

The proposer **shall submit:**

1. Integration Experience

   Documentation demonstrating the proposer's ability to integrate with RIITS or similar required data sources, including:

   a. Transit data
   b. Traffic data
   c. Parking availability
   d. Event feeds
   e. Access Services
   f. Emerging mobility providers

2. Content

   The submission must describe how the proposer handles:

   a. Real-time data handling
   b. Latency
   c. Data normalization and error recovery

D. MODULAR, API-DRIVEN ARCHITECTURE

The proposer shall submit:

1. API-Driven Architecture Approach

   A description of the proposed modular, API-driven architecture, including:

   a. Reuse of core functionality (e.g., alerts, trip planning) across platforms
   b. Support for integration with external systems
   c. Separation of front-end and back-end concerns
   d. Versioning and lifecycle management of APIs

E. CLOUD HOSTING, DEVOPS, AND SECURITY

The proposer shall submit:

1. ICloud Hosting, DevOps, And Security

   Description of the proposed approach to:

   a. Cloud hosting
   b. CI/CD pipelines
   c. Monitoring and observability
   d. Security compliance (e.g., encryption, access control, vulnerability management)
   e. Maintaining mobile app compatibility with evolving iOS and Android operating systems

F. SCALABILITY, RELIABILITY, AND HIGH-DEMAND READINESS

The proposer shall submit:

1. Scalability and Reliability Strategy

   Description of the proposer's ability to:

   a. Platform scalability
   b. Flexibility for future enhancements
   c. High reliability and uptime during peak-demand periods
   d. AI crawl-readiness
   e. Monitoring and management of AI-driven traffic patterns

TAB F – USER EXPERIENCE, DESIGN, ACCESSIBILITY AND DESIGN SYSTEM CAPABILITY

The proposer shall submit materials and supporting documents, including screenshots that demonstrate the firm's ability to deliver modern, accessible, consistent, user-centered design for complex, real-time mobility information systems.

A. PLATFORM EXPERIENCE

The proposer shall submit a portfolio (i.e., screenshots) of two (2) most recent large-scale projects that demonstrate experience with designing, developing, and maintaining the following:

1. Portfolio of Platform Projects

   Proposer shall submit a portfolio of two (2) most recent large-scale projects that demonstrate experience in:

   a. Multimodal transportation features
   b. Traveler information systems
   c. Similarly complex Real-Time, Data-Driven platforms (web and/or mobile).

2. Project documentation

   For each large scale project submitted, provide:

   a. Project name and description
   b. Proposer's specific role and responsibilities
   c. Key features delivered
   d. Project outcomes (e.g., performance, user adoption, improvements)
   e. Verifiable client contacts information (name, title, phone/email)

Only the first two (2) submissions will be evaluated.

B. DESIGN SYSTEM IMPLEMENTATION

The proposer shall submit portfolio (i.e., screenshots) of two (2) most recent projects that demonstrate experience implementing modern design systems.

1. Portfolio of Design System Projects

   Proposer shall submit a portfolio of **two (2)** most recent projects that demonstrate experience with design system implementation, including screenshots or visual examples. Each project must demonstrate:

   a. Use of component-based design systems
   b. Use of design tokens or equivalent scalable styling systems
   c. Documentation and governance approach
   d. How the design system supports consistency across web and mobile platforms

2. Project documentation

   For each project submitted, provide:

   a. Project name and description
   b. Proposer's specific role and responsibilities
   c. Key features delivered
   d. Project outcomes (e.g., performance, user adoption, improvements)
   e. Verifiable client contacts information (name, title, phone/email)

Only the first two (2) examples submitted will be evaluated.

C. USER EXPERIENCE DESIGN

Proposer shall provide a portfolio (i.e. screenshots), of two to three (2–3) most recent projects that demonstrate experience with mobile-first, user-centered interfaces, particularly those involving real-time or data-rich experiences:.

1. Portfolio of Projects

Proposer shall submit a portfolio of **two to three (2-3)** most recent projects that demonstrate experience with mobile-first, user-centered interfaces involving real-time or complex data, including screenshots or visual examples. Submissions must demonstrate:

a. Clear presentation of complex or real-time information
b. Strong information hierarchy and usability
c. Consideration for both novice and experienced users

2. Project Documentation

For each project submitted, provide:

a. Project name and description
b. Proposer's specific role and responsibilities
c. Key features delivered
d. Project outcomes (e.g., performance, user adoption, improvements)
e. Verifiable client contacts information (name, title, phone/email)

Only the first two to three (2-3) examples submitted will be evaluated.

D. WCAG 2.1 AA Accessibility Experience

The proposer shall submit:

1. Accessibility Compliance Experience

Documentation demonstrating the proposer's ability to design and deliver digital products that comply with **WCAG 2.1 AA**, including:

a. Examples of past compliant products
b. Accessibility testing methods
c. Tools and processes used to ensure compliance

E. Mobile-First, Data-Rich User Experience Design

The proposer shall submit:

1. Mobile-First User Experience

Documentation demonstrating the proposer's ability to design mobile-first, intuitive user experiences that translate complex, real-time data into clear and actionable interfaces for:

a. Drivers
b. Transit riders
c. Submittals should highlight clarity, usability, and responsiveness.

F. Usability Testing and Iterative Design Approach

The proposer shall submit:

1. Usability and Iterative Design Approach

A description of the proposer's approach to:

a. Usability testing
b. Accessibility audits
c. Iterative design improvements
d. Incorporating user feedback and insights into ongoing design updates

VOLUME II - CERTIFICATION FORMS

Forms found in Sections 4 and 5

VOLUME III - COST PROPOSAL

(TO BE SUBMITTED BOTH AS SIGNED PDF AND EXCEL FILE)

The Proposers Cost Proposal must include a completed and signed LA SAFE Form 60 and a completed Price Schedule (found in Section 4 - Proposal Forms- Attachment 2A and 2) covering the entire Scope of Service (including alternative work for itself and any joint venture partners and Subcontractors).

The fixed rates identified on Attachment 2A and 2 **Form 60 and Pricing Schedule** shall include all applicable direct labor costs, all applicable labor surcharges such as taxes; insurance and fringe benefits, as well as indirect costs, overhead, general and administrative expense and profit.

The labor rates and hours shall be in accordance with the format prescribed by LA SAFE in Attachment 2A and 2 the Form 60 or Price Sheet found in Section 4.

VOLUME IV - DEOD FORMS AND REQUIRED DOCUMENTS

All Diversity and Economic Opportunity Department (DEOD) Forms required for the Proposal shall be included in this volume.

- ATTACHMENT 1
    - Form 1 - Proposed Subcontractor and Suppliers
    - Form 2 - Commercial Useful Function Affidavit
    - Form 3 - Business Data Sheet
    - Form 4 - SBE Affirmation
    - Form 5 – Bidder List Form
    - Form 6 - SBE Regular Dealer Distributor Affirmation Form

*** VOLUMES III AND IV SHALL BE SUBMITTED TOGETHER IN A SINGLE EMAIL SEPARATE FROM VOLUMES I AND II.**

END OF SUBMITTAL REQUIREMENTS

ATTACHMENT 3 - EVALUATION CRITERIA

RFP NO. PS140976 – SOUTHERN CALIFORNIA 511 WEB + MOBILE APP MODERNIZATION AND OPERATIONS

Proposals resulting from this RFP will be evaluated according to the following criteria and associated weights. Sub-criteria are equally weighted unless otherwise noted.

I.	EXPERIENCE, QUALIFICATIONS, AND PAST PERFORMANCE 10%
Proposer's experience, qualifications, and past performance in Completing Similar Projects to the Work for this Solicitation, Including Quality and Relevance of References. Proposals should clearly demonstrate the Proposer's proven ability to successfully deliver services of similar scope and complexity, particularly within multi-agency or regional transportation information environments.	
A.	**Experience and skill of the Firm in performing contracts of a similar nature and complexity** • Executive level business summary including years in business • Core service competencies • Organization chart • Relevant Project experience and company profile information
B.	**Project Manager Experience** The proposer shall submit evidence of Project Manager's experience (at least five years) performing contracts of a similar nature and complexity including developing, designing, deploying, supporting, and maintaining websites and mobile applications. Submitted resumes will be evaluated with respect to experience and contracts of a similar nature and complexity. Resumes should be 2 pages maximum.
C.	**Key Personnel Experience** The proposer shall submit evidence of the experience of designated Key personnel (at least three years each) that will work on this project. Describe similar projects in developing, designing, deploying, supporting, and maintaining websites and mobile applications. Submitted resumes will be evaluated with respect to experience and contracts of a similar nature and complexity. Resumes should be 2 pages maximum for each.
D.	**Post-Launch Support Experience** The proposer shall demonstrate their experience in managing digital platforms after launch, including updates, performance monitoring, issue resolution, and supporting peak periods like major events.

II.	PROPOSED MANAGEMENT PLAN, WORK PLAN APPROACH AND SCHEDULE 20%
Proposer shall provide their overall approach to delivering all services in the Scope of Services. Proposals should clearly demonstrate the Proposer's understanding of SoCal 511's goals and the complexity of a regional, multi-agency digital traveler information system.	
A.	**Management Approach** Proposer shall provide their proposed management approach which demonstrates: 1. Clarity and feasibility of the firm's proposed management and oversight structure. 2. Time commitment and availability of the Project Manager and key personnel. 3. Quality of the proposed communication and collaboration plan with LA SAFE. 4. Proposed staffing plan and roles/responsibilities, including an organizational chart.

B.	**Work Plan and Methodology** Proposer shall provide: 1. A detailed work plan that addresses all tasks and deliverables in the SOW. 2. Proposed approach to designing and delivering a consistent experience across web and mobile applications, including shared information architecture and terminology 3. Proposed approach to multilingual support, accessibility, Title VI language readiness, and compliance with WCAG 2.1 AA. 4. Proposed approach for emergency response readiness and operational continuity during disruptions. 5. Approach to defining, instrumenting, and using Key Performance Indicators (KPIs) for major features and user journeys. 6. Proposed approach for O&M, quarterly testing, analytics, and continuous improvement. 7. Proposer shall describe how their technical approach, feature prioritization, and iteration strategy contribute to measurable improvements over time.
C.	**Feature Implementation Strategy** Proposer shall demonstrate: 1. Quality and feasibility of the proposed approach for key features (e.g., Alerts Map, Trip Planner, Transit Near Me, Venue Pages, Emergency Response Templates, User Feedback System). 2. Approach to designing features (e.g., trip planning, alerts, transit data) using modular and reusable components 3. Ability to expose feature logic via APIs or services to support integration with SoCal 511 platforms and third-party consumers. 4. Proposer's approach for crowdsourcing feature recommendations. 5. Proposers' approach for phased-in features (mixed-mode trip planner, chatbot integration). 6. Consideration for long-term scalability and maintainability
D.	**Schedule and Milestones** Proposer shall provide a realistic and achievable schedule to meet required milestone: **Full System Launch: January 1, 2028**

III. TECHNICAL ARCHITECTURE, DATA INTEGRATION, AND SECURITY	**20 %**
Proposer's understanding and capability to deliver a modern, modular, secure technical architecture aligned with the SOW.	
A.	**Crowdsourcing / Advanced Capabilities** 1. The proposer shall submit a portfolio (i.e. screenshots), of up to two (2) recent projects that demonstrate experience with crowdsourcing, user-generated data, or similar real-time input systems. The work submitted should demonstrate the following: a. Type of user input collected b. Validation, moderation, or quality control approach c. Integration into core system functionality 2. Submittals must include: a. Project name and description

	b. Proposer's specific role and responsibilities c. Key features delivered d. Project outcomes e. Client Contact information for verification
B.	**Technical Architecture** Proposer shall provide their proposed technical architecture for web, mobile applications, CMS, and backend services, including support for real-time data, API integration, caching, error handling, and overall system performance.
C.	**Integration With RIITS And Other Data Sources** Proposer shall demonstrate their ability to integrate with RIITS or other required data sources (transit, traffic, parking availability, event feeds, Access Services, emerging mobility providers), including handling of real-time data reliability and latency.
D.	**Modular, API-Driven Architecture** Proposer shall provide their approach to modular, API-driven architecture that enables reuse of core functionality (alerts, trip planning) across platforms and supports integration with external systems
E.	**Cloud Hosting, DevOps, And Security** Proposer shall provide their approach to cloud hosting, CI/CD, monitoring, security compliance, and maintaining mobile app compatibility with evolving iOS and Android operating systems.
F.	**Scalability, Reliability, And High-Demand Readiness** Proposer shall demonstrate their ability to ensure platform scalability, flexibility, reliability, and uptime during high-demand periods including AI crawl-readiness and tracking of AI-driven traffic.

IV.	**USER EXPERIENCE, DESIGN, ACCESSIBILITY AND DESIGN SYSTEM CAPABILITY**	**25 %**
This section evaluates the firm's ability to deliver modern, accessible, consistent, user-centered design for complex, real-time mobility information systems.		
A.	**Platform Expertise** 1. Proposer shall submit a portfolio (i.e. screenshots) of two (2) most recent large-scale projects that demonstrate their experience with designing, developing, and maintaining the following: a. Multimodal Transportation features b. Traveler Information Systems, c. Comparable Real-Time, Data-Driven Platforms (web and/or mobile). 2. Submittals must include: a. Project name and description b. Proposer's specific role and responsibilities c. Key features delivered d. Project outcomes e. Client Contact information for verification	
B.	**Design System Implementation** 1. Proposer shall provide a portfolio (i.e. screenshots) of two (2) most recent projects that demonstrate proposers experience with design system implementation: a. Use of component-based design systems	

	b. Use of design tokens or equivalent scalable styling systems c. Documentation and governance approach d. How the design system supports consistency across web and mobile 2. Submittals must include: a. Project name and description b. Proposer's specific role and responsibilities c. Key features delivered d. Project outcomes e. Client Contact information for verification
C.	**User Experience Design** 1. Proposer shall provide a portfolio (i.e. screenshots), of two to three (2–3) most recent projects that demonstrate experience with mobile-first, user-centered interfaces, particularly those involving real-time or data-rich experiences: a. Clear presentation of complex or real-time information b. Strong information hierarchy and usability c. Consideration for both novice and experienced users 2. Submittals must include: a. Project name and description b. Proposer's specific role and responsibilities c. Key features delivered d. Project outcomes e. Client Contact information for verification
D.	**WCAG 2.1 AA Accessibility Experience** Proposer shall demonstrate their ability to design and deliver WCAG 2.1 AA–compliant digital products.
E.	**Mobile First, Data Rich User Experience Design** Proposer shall demonstrate their ability to design mobile-first, intuitive user experiences that translate complex, real-time data into clear and actionable interfaces for both drivers and transit riders.
F.	**Usability Testing and Iterative Design Approach** Proposer shall provide their approach to usability testing, accessibility audits, and iterative design improvements, including how user feedback and insights are incorporated into ongoing design updates.

V. COST PROPOSAL	**25 %**

The Cost Proposal score will be determined as follows:

$$\text{Proposer's Cost Score} = \frac{\text{Lowest Cost Proposed}}{\text{Proposer's Cost}} \times 25\%$$

ORAL PRESENTATIONS

Firms determined to be **within the competitive range may be** invited to discuss their approach. Only those who will have a hand in the actual performance of the required services

may be invited to present. Based on oral presentations, LA SAFE's evaluation committee will have an opportunity to adjust their scoring.

BASIS OF AWARD

Award will be made to the Proposer(s) with the highest score according to the evaluation criteria stated in the solicitation, and whose proposal is determined to be most advantageous to LA SAFE.

SECTION 4 – PROPOSAL FORMS

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ATTACHMENT 2A - FORM 60 AND INSTRUCTIONS

CONTRACT PRICING PROPOSAL

INSTRUCTIONS TO PROPOSERS

1. The purpose of this form is to provide a standard format by which the Proposer submits to LA SAFE a summary of incurred and estimated costs (and attached supporting information) suitable for detailed which are review and analysis.

2. In addition to the specific information required by this form, the Proposer is expected, in good faith, to incorporate in and submit with this form any additional data, supporting schedules, or substantiation reasonably required for the conduct of an appropriate review and analysis in the light of the specific facts of this procurement. For effective negotiations, it is essential that there be a clear understanding of:

   A. The existing, verifiable data,

   B. The judgmental factors applied in projecting from known data to the estimate, and

   C. The contingencies used by the Proposer in his proposed price.

   In short, the Proposer's estimating process itself needs to be disclosed.

3. When attachment of supporting cost or pricing data to this form is impracticable, the data will be described (with schedules as appropriate) and made available to the Contract Administrator or representative upon request.

4. The formats for the "Cost Elements" and the "Proposed Contract Estimate" are not intended as rigid requirements. These may be presented in different format with the **prior** approval of the Contract Administrator if required for more effective and efficient presentation. In all other aspects this form will be completed and submitted **without change.**

5. By submission of this Proposal the Proposer grants to LA SAFE, the right to examine, for the purpose of verifying the cost or pricing data submitted, those books, records, documents and other supporting data which will permit adequate evaluation of such cost or pricing data, along with the computations and projections used therein. This right may be exercised in connection with any negotiations/discussions prior to contract award.

ADDITIONAL INSTRUCTIONS
"FORM 60"

1. Direct Labor

   This category covers all of the types of labor -- engineering (delineating different levels as appropriate), support staff, etc. -- that will be directly charged to the Contract. (The Proposer is free to group labor in any categories that assist in managing the Scope of Service as long as the costs are accumulated for the same categories that are used for estimating purposes. A "time-phased breakdown" of labor hours and rates reflects the fact that the process of estimating and analyzing labor costs normally considers hours and rates separately).

   A. Labor Hours

      In cases where the Proposer has performed the same or similar Work in the past, the number of labor hours incurred will be considered factual data and must be presented in the proposal. When the Proposer has no previous experience in performing the Work to be procured, the estimate of labor hours must be made by breaking down the projected Work into its constituent parts and projecting the labor hours necessary to perform each part of the Work. In most cases, each part of the Work can be compared to similar Work that the Proposer has performed in the past and this data can be used to support the estimate.

   B. Labor Rates

      Even if the Proposer has never performed the specific Work to be contracted for, there will be factual (auditable) information regarding the labor rates that have been paid to the various categories of employees to be used on the contract. This information must be included as part of the Proposer's cost or pricing data.*

      ***Note:** Another factor that is assessed is the number of workers the Proposer expects to employ during the contract performance period. If the number is increasing, average labor rates will normally go down while a reduction in the number of employees will normally increase the rate.

2. Labor Overhead

   Indicate the rates used and provide an appropriate explanation. Where agreement has been reached with the Contract Administrator the use of forward pricing rates, describe the nature of the agreement. Provide the method of computation and application of Proposer's overhead expenses, including cost breakdown and showing trends and budgetary data as necessary to provide a basis for evaluation of the reasonableness of proposed rates. Provide the rationale for use of overhead rates which depart significantly from actual rates (reduced volume, a planned major rearrangement, etc.).

3. Travel

   Travel shall be itemized to include the number of trips, the number of people traveling, the estimated cost of the transportation (including mode), the per diem cost of each traveler, etc. Provide itemized supporting data on the second page of "Form 60". Travel costs shall be limited to costs consistent with LA SAFE Travel Policy.

4. Subcontractors

   Identify and provide total estimated cost for each subcontractor. Attach individual LA SAFE "Form 60(s)" for all proposed subcontractors.

5. Other Direct Costs (ODC)

   Proposers charge a variety of costs directly to contracts to obtain more accurate cost allocation. Such costs are frequently sporadic in nature varying greatly from contract effort to another; however, Proposers must submit past data on such costs. (The Contract Administrator/Evaluation Team will assess each type of direct cost in terms of its relationship to the Work on the contract to determine if the Proposer is estimating a level of cost that is reasonable in the circumstances.) (Material costs, if any, shall be itemized and supported on the basis for pricing materials such as vendor quotes, shop estimates, or invoice prices, etc.) Provide itemized supporting data related to ODC on the second page of the "Form 60".

6. General & Administrative (G & A)

   If applicable, the allocation base for general and administrative expense is total expense before G & A. Identify the percentage used for G & A and the item numbers to which it is applied. Provide estimated cost.

7. Fee/Profit

   Proposer shall provide the estimated fee/profit that is expected to be earned.

   The cost and pricing data must be accurate, complete and current, and the judgment factors used in projecting from the data to the estimates must be stated in sufficient detail to enable LA SAFE to evaluate the proposal.

ATTACHMENT 2A - FORM 60

Name of Offeror/Contractor	Supplies and/or Services to be Furnished
Home office address	
Division(s) and Locations where Work is to be performed	LACMTA Solicitation/Bid/Proposal/Contract Number/Change Notice/Change Order Number:

NOTE: For proper calculations of cost elements link additional sheets to this summary page.

1. **Direct Labor**	Est. Hours	Rate Per Hour	Est. Cost	Total Est. Cost
2.	0.00	$0.00	$0.00	
3.	0.00	$0.00	$0.00	
4.	0.00	$0.00	$0.00	
5.			**TOTAL DIRECT LABOR**	$0.00
6. **Labor Overhead (O/H)**	O/H Rate	x Base = Est. Cost		
7.	0%		$0.00	
8.				
9.				
10.			**TOTAL LABOR OVERHEAD**	$0.00
11. **Fringe Benefits Overhead**	FB O/H Rate	x Base = Est. Cost		
12.	0%		$0.00	
13.				
14.			**TOTAL FRINGE BENEFITS OVERHEAD**	$0.00
15. **Direct Material**			Est. Cost	
16. a. **Purchase Parts**			$0.00	
17. b. **Subcontracted items**			$0.00	
18. c. **Other**			$0.00	
19.			**TOTAL DIRECT MATERIAL**	$0.00
20. **Equipment**		Unit Cost	Est. Cost	
21.		$0.00	$0.00	
22.		$0.00	$0.00	
23.			**TOTAL EQUIPMENT**	$0.00
24. **Travel**			Est. Cost	
25. a. **Transportation**			$0.00	
26. b. **Per Diem or Submissions**			$0.00	
27.			**TOTAL TRAVEL**	$0.00
28. **Other Direct Costs (See Line 55, details)**			Est. Cost	
29.			$0.00	
30.			$0.00	
31.			$0.00	
32.			**TOTAL OTHER DIRECT COSTS**	$0.00
33. **Consultants/Subcontractors (See Line 50, details)**			Est. Cost	
34.			$0.00	
35.			$0.00	
36.			$0.00	
37.			**TOTAL CONSULTANTS/SUBCONTRACTORS**	$0.00
38.				
39.	**TOTAL DIRECT AND OVERHEAD COSTS (Total Lines 5, 10, 14, 19, 23, 27, 32 and 37)**			$0.00
40. **General and Administrative Expense**	Rate %	% x Line 39		
41.	0%		$0.00	
42.			**TOTAL GENERAL AND ADMINISTRATIVE EXPENSE**	$0.00
43.			**TOTAL ESTIMATED COSTS (Total Lines 39 & 42)**	$0.00
44. **Fee**	Rate %	% x Line 5,10, 14		
45.	0%		$0.00	
46.			**TOTAL FEE**	$0.00

47. **TOTAL ESTIMATED COST/PROPOSED PRICE AND FEE (Total of Lines 43 & 46)**				$0.00
48.				
49.				
50. **Identify Consultant(s) (Refer to Line 28)**	Task Assigned	Contract Type	Amount	
51.			$0.00	
52.			$0.00	
53.			$0.00	
54. Total				$0.00
55. **Identify Other Direct Costs (Refer to Line 33)**			Amount	
56.			$0.00	
57.			$0.00	
58. **Total**				$0.00

59. Has any Agency of the United States Government, State government, local public agency or the Los Angeles County Metropolitan Transportation Authority (LACMTA) performed any review of your account or records, overhead rates and general and administrative rates in connection with any public prime contract or subcontract within the past twelve months? Yes No If yes, when? Reference Contract No.

60.b. Agency Name/Address	60c. Individual to contact/Telephone Number

61. As required by LACMTA, firms not audited, as described above, shall submit financial data and calculations in sufficient detail to support all proposed direct costs and subcontractor costs.

62. The proposal reflects our estimates and/or actual costs as of the date and by submitting this proposal, Proposer/Consultant grants to LACMTA Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other supporting data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of such cost or pricing data, along with the computations and projections used therein, for the purpose of verifying the cost or pricing data submitted. This right may also be exercised in connection with any negotiations/discussions prior to contract award or execution of contract modification.

63. **CERTIFICATE**

The labor rates and overhead costs are current and other estimated costs have been determined by generally accepted accounting principles. Proposer/Consultant represents: (a) that it has , has not , employed or retained any company or person (other than a full time bona fide employee working solely for the Proposer/Consultant) to solicit or secure a contract, and (b) that it has , has not , paid or agreed to pay to any company or person (other than a full time bona fide employee working solely for the Proposer/Consultant) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to information relating to (a) and (b) above, as requested by the Contracting Officer.

64. **CERTIFICATE OF CURRENT COST OR PRICING DATA**

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in Section 2.101 of the Federal Acquisition Regulations (FAR) and required under subsection 15.403-4) submitted, either actually or by specific identification in writing, to LACMTA's Contracting Officer or to LACMTA's Contracting Officer's representative in support of _____* are accurate, complete and current as of _____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the Proposer/Consultant/Contractor and LACMTA that are a part of the proposal.

65. This proposal as submitted represents our best estimates and/or actual costs as of this date.

66. Type Name and Title of Authorized Representative	Signature	Date***

67. * Identify the proposal, quotation, request for price adjustment, or other submission involved, giving appropriate identifying number (e.g. Information For Bid No., Request for Proposal No., Change Order No., Modification No., etc.)

68. ** Insert the day, month and year when price negotiations were concluded and price agreement was reached.

69. *** Insert the day, month and year of signing (i.e.. When price negotiations were concluded and mutual agreement was reached on contract price).

ATTACHMENT 2 – PRICING SCHEDULE

(SEE THE EXEL FORM FILLABLE PRICE SHEET)

ATTACHMENT 5 - PROPOSAL LETTER

HONORABLE CHAIRMAN AND MEMBERS OF THE BOARD
LOS ANGELES COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES
ONE GATEWAY PLAZA
LOS ANGELES, CA 90012-2952

SUBJECT: REQUEST FOR PROPOSAL CONTRACT NO. RFP No. PS140976

In response to the above referenced Request for Proposals (RFP) and in accordance with the accompanying Instructions to Proposers and Submittal Requirements, we the undersigned hereby offer to perform and complete the work as required in the Contract Documents.

If recommended for contract award, will provide to LA SAFE all required Certificates of Insurance.

The proposal submitted in response to subject RFP shall be in effect for 180 days after the proposal due date.

Further, the undersigned agrees to execute the LA SAFE prepared Contract within ten calendar days after receipt of Notice of Award and provide to LA SAFE all required Certificates of Insurance. The Proposer represents that the following person(s) are authorized to negotiate on its behalf with LA SAFE in connection with this RFP and will provide appropriate evidence of authorization upon request:

Printed Name	Title	Phone
Printed Name	Title	Phone
Printed Name	Title	Phone

In addition to the formal certifications provided, the Proposer certifies that it has:

A. Examined and is fully familiar with all of the provisions of the RFP Documents and any amendment thereto;

B. Satisfied itself as to the requirements of the Contract;

C. Carefully reviewed the accuracy of all statements shown in this Proposal;

D. Examined the experience, skill and certification (if any) requirements specified in the Scope of Work and that the entities (Contractor, Subcontractor, Supplier) performing the work fulfill the specified requirements, and

E. Satisfied itself with respect to other matters pertaining to the RFP which in any way affect the performance of the Work.

F. Unless otherwise noted within this letter, the proposal has been submitted without exception and all LA SAFE Contract Terms and Conditions are acceptable to the Proposer. Noted exceptions will be evaluated for responsiveness and significance, and may initiate discussions with the selected firm to clarify or resolve such exceptions. It is understood that if it is not in the best interests of LA SAFE to accept proposed exceptions, notice will be provided to the Proposer to accept the Terms and Conditions as stated in the RFP, or be eliminated for further consideration.

Exceptions (if any):

_____

_____

_____

Therefore, the undersigned hereby agrees that LA SAFE will not be responsible for any errors and/or omissions in the Proposal.

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

Amendment No(s):

_____

_____

_____

The Proposer further certifies that:

A. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms; and

B. The Proposal is made without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

C. Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.

Proposer's Name: _____

Business Address: _____

_____

Contractor's License No.: _____

License Expiration Date: _____

Classification Type: _____

Phone:_____ Fax:_____

_____
e-mail address

_____

_____
Signature of Authorized Official

_____
Type or Print Name

_____
Title

_____
Date

_____ being duly sworn, deposes and says
Name

That he/she is the _____ of _____
Title Company

and that all statements and information contained in the Proposal and made a part of through attachment and/or reference, are true and correct.

Subscribed and sworn before me before this _____ day of _____ , 20___.

Notary Public: _____

My Commission expires: _____

PROPOSER: _____

ATTACHMENT 6 - FORM 54
LIST OF CURRENT PROJECTS (BACKLOG)

PROJECT NAME AND LOCATION	DESCRIPTION OF WORK	OWNER'S NAME, EMAIL ADDRESS, PHONE NO. CONTACT PERSON	ESTIMATED COST OF BIDDER'S WORK	ESTIMATED COMPLETION
	Prime ☐ **Sub** ☐		$	
	Prime ☐ **Sub** ☐		$	
	Prime ☐ **Sub** ☐		$	
	Prime ☐ **Sub** ☐		$	
	Prime ☐ **Sub** ☐		$	

PROPOSER: _____

ATTACHMENT 7 - FORM 55
LIST OF COMPLETED PROJECTS

Include only projects that are pertinent for this Invitation For Request for Proposal, in order to demonstrate Proposer's ability to perform the required Work.

PROJECT NAME AND LOCATION	DESCRIPTION OF WORK	OWNER'S NAME, EMAIL ADDRESS, PHONE NO. CONTACT PERSON	AWARD AMOUNT	DATE CONTRACT DURATION
	Prime ☐ **Sub** ☐		$	
	Prime ☐ **Sub** ☐		$	
	Prime ☐ **Sub** ☐		$	
	Prime ☐ **Sub** ☐		$	
	Prime ☐ **Sub** ☐		$	

ATTACHMENT 8 – REFERENCE CHECK

(SEE EXCEL FORM)

LA SAFE TRAVEL AND EXPENSE GUIDELINES

All invoices shall include an itemized listing supported by copies of the original bills, invoices, expense reports and miscellaneous supporting data.

All travel submitted for reimbursement either to Los Angeles or from Los Angeles to other locations, shall have by LA SAFE's Project Manager.

Time for travel will not be reimbursed except for travel during normal business hours.

A. Auto Mileage

Auto mileage will be reimbursed at LA SAFE’s current mileage rate.

B. Air Travel

Air fares will be reimbursed based on the most direct route at coach class travel rates. Upgrading (coach to a higher class) of airline tickets will only be reimbursed when approved, and only when the business schedule requires immediate travel, and only higher class seats are available. Downgrading (exchange) of airline ticket where the Contractor receives financial or personal gain is not permitted. If a trip is postponed, reservations should be canceled immediately.

Travel arrangements should be made as early as possible (preferably three weeks) to take advantage of advanced reservation rates.

C. Combining Business Travel with Personal Travel

The Contractor's employees may combine personal travel with LA SAFE business only if the personal travel does not increase the cost to LA SAFE. Arrangement for personal travel should be handled by the Contractor's employee. LA SAFE will not manage personal travel.

D. Air Travel Insurance

LA SAFE does not pay for air travel insurance.

E. Accommodations

LA SAFE will reimburse hotel room fees at the governmental rate. LA SAFE may reimburse hotel room fees at the standard rate based on single room occupancy in cases where a government rate is not available. LA SAFE will provide a letter to the Contractor which authorizes hotels to provide rooms at a government rate. This authorization only applies to LA SAFE business travel.

F. Laundry

Laundry and dry cleaning charges will only be paid if a Contractor's employee is on travel for LA SAFE for a period in excess of six (6) consecutive days.

G. Entertainment

LA SAFE will not pay for the rental of premium channel movies, use of health club facilities or other forms of entertainment.

H. Auto Rental

LA SAFE will pay for reasonable car rental charges when required. The Contractor's employees are expected to request the rental of an economy car.

I. Meals

Meals will be reimbursed based on the actual cost up to a maximum of $50.00 per day of travel. Receipts are required for all meals. In order to be reimbursed, meal receipts (itemized if possible) in the form of receipts, credit card receipts, or cash register tape must be submitted. LA SAFE will not pay for alcoholic beverages.

In lieu of itemizing meal expenses and submitting receipts, the Contractor's employees may claim the standard $26.00 per diem for the duration of the travel.

J. Telephone Usage

The Contractor's employees shall submit documentation regarding all telephone calls charged to LA SAFE. Documentation must include the name of the party being called and the purpose of the call. LA SAFE shall allow one business call upon arrival and one call prior to departure. LA SAFE will not pay for additional business calls unless directly related to the Contract. Personal telephone calls are not reimbursable unless the Contractor's employee is on travel for LA SAFE for more than three consecutive days. In this case, the cost of a call shall not exceed $5.00 and one call is permitted every other day.

K. Parking and Ground Transportation

Public transportation should be used whenever possible; however, if necessary, rental car expenses including gas will be reimbursed for authorized travel only. Cab fare (on a shared basis whenever possible) is reimbursable. Receipts shall be required to document all parking charges as well as other ground transportation charges.

The Contractor's employees shall rent the lowest automobile classification appropriate for the size or purpose of the group using the vehicle.

1-2 Travelers	Compact
3 Travelers	Medium/Intermediate
4-5 Travelers	Full Size/Standard Equipment
6+ Travelers	Van

The Contractor's employees must fuel rental automobiles prior to turn-in.

L. General Parking

The Contractor's employees should take advantage of "Early Bird Parking" whenever possible. Parking expense incurred while conducting LA SAFE business is reimbursable.

M. Tolls and Fees

Transportation related toll charges incurred while on LA SAFE business is reimbursable.

N. Baggage Handling

Baggage handling service fees within or outside the Los Angeles region are reimbursable at standard reasonable rates.

O. Other Business Expenses

Supplies, equipment rental, reprographics, and facsimile related expenses may be reimbursed when traveling on LA SAFE business. Such expenses shall be billed at cost.

P. Non-Allowable Expenses

LA SAFE will not provide any reimbursement for personal entertainment expenses, alcoholic beverages, travel expenses for family members, use of health club facilities, movies in hotels, personal items, charitable contributions, etc.

Q. Other Source of Information

Information not addressed herein regarding the allowability of cost reimbursement expenses is contained in the Federal Acquisition Regulations.

NO PROPOSAL SUBMITTAL FORM

RFP Response Form RFP No. PS140976

Please review this RFP. Please complete the following information and email to LA SAFE address shown below, upon the firm's decision to "no-go".

WE, do not intend to submit a proposal for the following reasons:

_____

_____

_____

_____

Name and Address of Organization:

_____

_____

_____

_____

Name and Title: _____

Signature: _____

Date: _____

Email: _____

Please return to:

Gabriel Anaya, Senior Contract Administrator
anayag@metro.net

SECTION 5 – REQUIRED CERTIFICATIONS

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Ethics Department
Ethics@Metro.net

ATTACHMENT 9 - ETHICS DECLARATION

This form must be completed separately by all bidders/proposers, including all Prime Contractors and Subcontractors. The information provided by bidders/proposers is necessary for the Los Angeles County Metropolitan Transportation Authority (LACMTA) to make decisions under state law and Metro code.

Failure to complete the form in its entirety may result in significant delays and potentialdisqualification from the procurement. Bidders/Proposers must review the "Ethics Guidance for Proposers" reference page attached to this Declaration.

Your company, including all entities identified below (collectively, "Declarant Company") must answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause disqualification. However, failure to answer questions in good faith or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

Contact the Ethics Department with any questions related to this Declaration.

Complete each section below. State "none" if applicable.

A. COMPANY INFORMATION

(1) Declarant Company Name: _____

a. Proposing or Bidding as ☐Prime Contractor or ☐Subcontractor

b. Variations and acronyms of Declarant Company's name used within the

FIP-17

past 4 years: _____

(2) Identify **only** the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directedby. “Controlled or directed” means shared ownership or 50% or greater ownership

a. Parent(s):

b. Subsidiaries:

c. Related Business Entities:

(3) If Declarant Company is a closed corporation (non-public, with under 35shareholders), identify the majority shareholder.

(4) Identify any individuals, including employees and agents (individuals representing the company), that have communicated or will communicatewith a LACMTA Board Member or LACMTA employee regarding the awardof **this contract or project**, including any individuals, employees and agentsthat have sought or will seek to influence the award of **this contract or project.**

(5) Identify any lobbyists and lobbying firms acting on behalf of Declarant Company that have lobbied a LACMTA Board Member or LACMTA employeeon **this contract or project.**

B. CAMPAIGN CONTRIBUTIONS

Failure to disclose any contribution information may result in disqualification from this procurement.

(6) Has Declarant Company solicited or directed its employees or agents to make campaign contributions, whether through fundraising events, communications, or any other means, to LACMTA Board Members? _____

a. If so, provide details of each occurrence, including the date.

(7) Identify any entities or individuals, including employees and agents (individuals representing the company, *e.g.* , lobbyists), who make decisionsfor Declarant Company on any campaign contributions provided to electedofficials.

(8) Disclose all campaign contributions made by the entities and individuals identified in Sections A and B to LACMTA Board Members within the past 4years. Include the name of the contributor, the name of the recipient, the amount of the contribution, and the date the contribution was made.

C. EMPLOYEE AND COMPANY INFORMATION

If you answer "yes" to any question below, provide a detailed explanation of thefacts and circumstances on a separate page.

(9) In the past 12 months, has Declarant Company hired a former LACMTABoard Member or staff to a LACMTA Board Member? __

(10) In the past 36 months, has Declarant Company hired a former LACMTAemployee? ____

a. If so, and the former LACMTA employee was hired within the past 12months, does Declarant Company anticipate the former LACMTA employee will work on this contract? _

(11) Is any Declarant Company employee related to, or does the employee havea close personal relationship with, a LACMTA Board Member or LACMTA employee? ___

(12) In the past 12 months, has any Declarant Company employee given any giftsto a LACMTA Board Member or LACMTA employee? _

(13) In the past 12 months, has Declarant Company employed as a lobbyist anyformer LACMTA Board Member or former LACMTA employee? __

(14) Has any Declarant Company employee performed any work relating to the following:

a. The development of the Scope of Service or any specifications on this procurement? _____

b. Earlier phases of the project or services to be provided under thisprocurement? ___

c. If so, provide an explanation of the previously performed work.

D. DECLARATION

By signing this Ethics Declaration, Declarant Company attests that: (1) Declarant Company has read, understands, and shall abide by LACMTA's Contractor Code of Conduct at all times during its relationship with LACMTA; (2) Declarant Company's consultants and subcontractors have read or will promptly read and abide by LACMTA's Contractor Code of Conduct.

There are_____additional pages attached to this Ethics Declaration.

I,_____(Authorized Representative), on behalf of _____(Declarant Company), at which I am employed as _____(Title), declare that after having made or caused tobe made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief.

Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its Bid/Proposal.

_____ _____
Signature Date

Revised Jan. 2022

Ethics Department
Ethics@Metro.net

ETHICS GUIDANCE FOR PROPOSERS

Campaign Contribution Restrictions

After a bid/proposal has been submitted, no bidder/proposer, or their employees or immediate family members, may make campaign contributions over $10 to Metro Board Members during the time the bid/proposal is pending before Metro. If a bidder/proposer *wins* an award, they may not make any campaign contributions over $10 to Metro Board Members for 4 years after the Board vote for award of the contract. For all other bidders/proposers, they may not make any campaign contributions over $250 to Metro Board Members for 3 months after the Board vote for award of the contract. (Public Utilities Code § 130051.20; Cal. Gov. Code § 84308.)

Procurement Communications Blackout

Beginning when a procurement's solicitation documentation is issued and continuing until Metro staff makes a public recommendation for award, bidders/proposers shall not contact by any means any 1) Metro Board Member or their staff; or 2) Metro staff other than those authorized to represent Metro concerning the procurement. Any contact shall be grounds for the disqualification of the proposer. (Public Utilities Code § 130685; Contractor Code of Conduct § 5-20-170.)

Gift Restrictions

Bidders/Proposers may not offer, give, or promise to offer or give, directly or indirectly, any gift to any Metro Board Member or employee. (Contractor Code of Conduct § 5-20-080.)

Lobbying

Any bidder/proposer not in compliance with Metro's lobbyist registration code, will not be awarded a contract. (Public Utilities Code § 130051.18; Contractor Code of Conduct § 5-20-070; Metro Admin. Code §§ 5-25-010 *et seq*.)

Please consult the Contractor Code of Conduct for a full review of all applicable codes and laws, available at https://www.metro.net/about/ethics/.

Revised Jan. 2022

PROPOSER: _____

ATTACHMENT 10 – GENERAL CERTIFICATIONS

The Bidder/Proposer shall respond either "Yes" or "No" to each of the following where indicated. If the Bidder/Proposer's response is "No", a full explanation shall be provided in the space following the last item.

1.0 CERTIFICATE OF NONDISCRIMINATION

Yes ☐ **No** ☐

The Bidder/Proposer hereby certifies: that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical condition); that it is in compliance with all applicable Federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. The Bidder/Proposer and its Subcontractors shall comply with the provisions of the Fair Employment and Housing Act Gov. Code § 12900 and the applicable regulations promulgated thereunder. The Bidder/Proposer agrees specifically to adhere to the following:

A. Establish and observe employment policies that actively promote opportunities for minority persons and women at all job levels.

B. Communicate this policy to all company employees, outside recruiting services, especially those serving minority communities and women, and minority communities and women at large.

C. State in all solicitations or advertisements for employees that the Bidder/Proposer will consider all qualified applicants for employment without regard to race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical condition).

2.0 AFFIRMATIVE ACTION

Yes ☐ **No** ☐

The Bidder/Proposer certifies that it and those Subcontractors with subcontracts in excess of ten thousand dollars ($10,000) are maintaining Affirmative Action Programs consistent with those required under Federal Executive Order 11246. The detailed requirements are set forth in the Contract Compliance Manual.

3.0 FRAUDULENT USE OF DBE FRONTS **Yes ☐ No ☐**

Only certified Disadvantaged Business Enterprises are eligible to participate in LA SAFE contracts as DBEs. The Bidder/Proposer certifies that it has not knowingly and willfully used "fronts" as defined in section 100.6 of LA SAFE's Contract Compliance Manual (Federal) to meet the DBE goal established for this contract. The use of "fronts" and "pass through" Subcontracts to non-disadvantaged firms may constitute a criminal violation[4].

4.0 WHISTLEBLOWER REQUIREMENTS **Yes ☐ No ☐**

The Bidder/Proposer certifies that it will take no action, or adopt any rule, regulation or policy which is contrary to the provisions set forth in California Labor Code § 1101.

A full explanation of all "No" answers shall be provided below.

Bidder/Proposer hereby declares under the penalty of perjury under the laws of the State of California that the certifications made above in No. 1-4 are true and correct.

Executed on _____, 20____, at _____, _____
(Date) (City) (State)

_____ _____ _____
Typewritten or Printed Name ` Signature of Authorized Official Title

[4] Any indication of fraud, waste, abuse, or mismanagement of these funds should be immediately reported to the Metro Small Business Diversity and Labor Compliance Office, at (213) 922-6000; the Metro Inspector General Office at (213) 344-7300 or the toll free hotline number (800) 221-1142; or to the Office of Inspector General, U.S. Department of Transportation at the toll-free hotline number (800) 424-9071; or to the following field office: 201 Mission Street, Suite 2210; San Francisco, CA 94105-1926; (415) 744-3133.

ATTACHMENT 11 - INSURANCE REQUIREMENTS CERTIFICATION

BIDDER/PROPOSER: _____

The Proposer acknowledges that it has familiarized itself with the insurance requirements stated in Section 2, Attachment C, in this Request for Proposal (RFP). The Proposer certifies that if they are selected to receive award of the contract, Proposer is able to and shall comply with all the insurance requirements for this contract.

_____
Signature

_____
Title

_____
Date

ATTACHMENT 12 - NONCOLLUSION AFFIDAVIT

BIDDER/PROPOSER: _____

_____ (Name) deposes and says that he or she is
_____ (Title) of _____ (Company Name) the
party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, 20 ____, at_____, _____
(Date) (City) (State)

_____	_____	_____
Typewritten or Printed Name	Signature of Authorized Official	Title

ATTACHMENT 13 - CERTIFICATE OF COMPLIANCE WITH 49 CFR PART 655

SECTION 6 - CODES OF CONDUCT★

ATTACHMENT F★ - SAFE CODES OF CONDUCT★

SAFE Board of Director's Code of Conduct

1-10-010 Incorporation of Statutory Provisions. The provisions of Chapter 6, entitled *Code of Conduct for the Board of the Los Angeles County Metropolitan Transportation Authority*, of Division 12 of the Public Utilities Code (commencing with Section 130600), and Public Utilities Code Section 130051.20, along with such other provisions as are included in this chapter, shall constitute the code of conduct for members of the SAFE Board of Directors. Any other code of conduct for Board Members which is in existence on the effective date of this chapter is repealed.

1-10-020 Enforcement and Sanctions.

A.An alleged violation of this chapter by any member of the Board of Directors or by a member or his or her staff shall be referred to the Inspector General for investigation. Upon completion of the investigation, and if the matter has been determined not to be criminal in nature and can be disclosed, the Inspector General shall report the findings to the Board of Directors. If the matter is determined to be criminal in nature, the Inspector General shall refer the matter to the appropriate enforcement authorities for prosecution.

B. For any matter reported to the Board of Directors under paragraph A., the Board shall determine the appropriate sanction, if any, to be imposed. The sanction imposed should depend upon the severity of the violation and may be progressive unless the violation is determined to be so egregious as to warrant more severe action as an initial sanction.

C. The Board of Directors may consult with the Inspector General, the Ethics Officer and/or the General Counsel for an opinion regarding the sanctions appropriate for any violation. The sanctions imposed may include any of the following:

1. Public or private censure by the Board of Directors;
2. Disqualification from participation in any discussion or vote on the matter related to the violation;
3. Removal of the Board member from one or more Board committees for a specified period of time;
4. Permanent removal of the Board member from one or more Board committees;
5. Suspension from all Board of Director actions for a period of time;
6. A monetary fine in an amount determined by the Board of Directors, including but not limited to, forfeiture of the stipend for participation as a member of the Board of Directors; and
7. Any other sanction determined by the Board of Directors to be appropriate and reasonable based upon the nature of the violation.

D. In an instance where a violation of this chapter has been committed by a person who is staff to a member of the Board of Directors, in addition to any sanction imposed on the staff member, a sanction may be imposed on the member of the Board of Directors to whom that staff member reported if the Board of Directors determines that the member of the Board of Directors knew or reasonably should have known of the conduct of the staff member which violated this chapter.

E. If a violation of this chapter results in a criminal prosecution or the imposition of civil liability, the Board of Directors may recommend additional sanctions after the criminal or civil are completed.

SAFE Employee Code of Conduct

2-10-010 SAFE Values. SAFE is a public agency that shall conduct its business with integrity in an honest and ethical manner. SAFE employees shall comply with the letter and spirit of this chapter and the law. Strict compliance with the chapter is not necessarily sufficient, and any attempts to evade or circumvent any requirements of this chapter or of any rules or laws applicable to SAFE and its employees is improper.

2-10-020 Questions and Advice. SAFE has an Ethics Officer to oversee ethics issues that arise in the workplace. The functions of the Ethics Officer are the same as those described in chapter 2-25 of the MTA Administrative Code and include creating ethics policies and codes of conduct, administration of lobbyist and statement of economic interest disclosure programs, training SAFE employees and contractors on these policies and programs, conducting hearings on rejections of certain bids or proposals, and providing advice relating to ethics questions that arise at SAFE. Questions concerning these or other ethics related matters should be directed to the Ethics Officer. Questions about other legal matters should be directed to the General Counsel.

2-10-030 Business Conduct. SAFE Employees shall conduct SAFE's business in compliance with the law, this chapter, SAFE policies, and good judgment based on the SAFE values and goals. SAFE and PTSC/MTA employees shall avoid speech or behavior that is likely to create an appearance of impropriety.

2-10-040 Professionalism. It is up to each SAFE employee to maintain a professional, safe, and productive work environment. SAFE and PTSC/MTA employees shall treat each other professionally and with courtesy at all times. Differences of opinion on work issues should be expressed in a constructive manner that promotes sharing of ideas and effective teamwork to resolve problems to meet the challenges of SAFE.

2-10-050 Nondiscrimination. No person shall be discriminated against in employment because of race, color, creed, religion, sex, ancestry, age, national origin, marital status, sexual orientation, veteran status, physical or mental disability or any other status protected by applicable federal or state statutes, except where a bonafide occupational qualification applies. Derogatory comments, which relate to race, ethnicity, religion, national origin or sexual orientation or other comments of a sexual nature, are not appropriate in a professional environment and are prohibited in the SAFE workplace.

2-10-060 Sexual Harassment. No person employed by or associated with SAFE or PTSC/MTA shall engage in sexual harassment in conducting SAFE business. Sexual harassment includes any sexual advances or requests for sexual favors which are unwelcome or where submission to or rejection of such conduct is used as the basis for employment decisions. Sexual harassment also includes verbal, visual or physical conduct of a sexual nature, which creates an intimidating, hostile or offensive working environment.

2-10-070 Relationships With Contractors. SAFE business shall be conducted in a manner above reproach, with impartiality, and with preferential treatment for none. Particularly in relationships with contractors and potential contractors, SAFE and PTSC/MTA employees must avoid any actual or appearance of conflict of interest or impropriety in the affairs of SAFE or PTSC/MTA.

2-10-080 Contacts with Bidders or Proposers.

A. Beginning at the time a procurement is issued and ending at the time when the contract award recommendation is made public, all SAFE and PTSC/MTA employees involved in the procurement shall not disclose any information to anyone other than SAFE or PTSC/MTA officials entitled to receive such information unless the disclosure is considered public information and is made equally available to all participants in the procurement process. All contacts with bidders or proposers to that procurement including their lobbyists, agents and representatives, shall be reported as set forth in paragraph C.

B. SAFE and PTSC/MTA employees involved in the procurement, as referred to in paragraph A, include, but are not limited to, the contract administrator, the project manager, the in- house evaluator(s) of a proposal, the staff responsible for determining and writing the specifications of a procurement, the staff responsible for drafting and creating the solicitation documents, the staff involved in determining and drafting the contract award recommendation, the clerical staff who prepared (including word-processing) any documents relating to the procurement, and all staff in the chain of approval, up to the Chief Executive Officer.

C. The report required by paragraph A. shall include all contacts with bidders or proposers, and their lobbyists, agents and representatives. The contacts shall include, but not be limited to, meals, meetings, conferences, sporting events, and cultural events. This report shall not include contacts made as part of the procurement process, including, but not limited to, pre-bid or pre-proposal meetings, exchange of information which is given to all proposers, interviews and protest applications. SAFE and PTSC/MTA employees engaging in such contacts shall file a Disclosure of Contacts Form with the administrative head of procurement for SAFE and PTSC/MTA within five (5) days of the contact(s), but in no event later than the date the item is to be considered by Board of Directors or the appropriate Board committee, whichever is sooner.

2-10-090 Contractor's Personnel. Each contractor retained by SAFE is fully responsible for the quality and performance of its staff and retains full responsibility for the selection of its personnel. SAFE and PTSC/MTA officials shall not direct or recommend personnel that the contractor should hire, even if the contractor requests a recommendation. However, SAFE retains the right in its absolute discretion to require the removal of any personnel of a contractor or subcontractor assigned at any level to perform services on an SAFE contract if SAFE determines, in its sole discretion, that the personnel to be removed are not able to adequately or appropriately perform the services required for the particular contract. Any direction by SAFE to a contractor that specified personnel be removed from work on an SAFE contract shall be made in writing.

2-10-100 Professional Associations. Memberships in professional associations and organizations by SAFE and PTSC/MTA employees are encouraged as such memberships can contribute to their professional development and enhance expertise. These relationships, however, can give other association members more access to SAFE and PTSC/MTA employees than non-members and create the appearance of bias or favoritism in their dealings with SAFE. SAFE and PTSC/MTA employees must always ensure that their dealings with other members of such organizations are consistent with the provisions of this title and do not result in preferential treatment or even the appearance of preferential treatment.

2-10-110 Use of SAFE Assets.

A. SAFE and PTSC/MTA employees shall not use any SAFE or PTSC/MTA assets for personal gain or for any purpose other than SAFE or PTSC/MTA business. SAFE or PTSC/MTA assets

include, but are not limited to, time, facilities, equipment, stationery, records, mailing lists, supplies, badges, vehicles, prestige or influence.
B. SAFE and PTSC/MTA telephones, computers, e-mail and internet access are provided for the purpose of conducting agency business. Subject to the restrictions in this section and if permitted by the employee's supervisor, some occasional and limited personal use is allowed so long as it does not interfere with the performance of the employees' SAFE and PTSC/MTA duties and does not result in any additional expense to SAFE or PTSC/MTA. However, SAFE and PTSC/MTA telephones, computers, e-mail or internet access shall not be used for e-mail chain letters, for religious or political advocacy, for excessive personal communications, for personal financial gain, to seek outside employment, for any purpose that could reasonably be viewed as abusive, harassing, hostile or intimidating to SAFE and PTSC/MTA customers or employees, to access entertainment or sexually explicit sites, or for any use otherwise prohibited by law. Employees shall reimburse the agency incurring a cost for all personal toll calls made at agency expense. SAFE and PTSC/MTA reserve the right to monitor and review all records of usage by SAFE and PTSC/MTA employees of any agency assets. No use of agency telephones, computers, e-mail or internet access, or use of any other SAFE and PTSC/MTA asset, shall be private to the employee, and no SAFE and PTSC/MTA employee shall be given any basis for an expectation of privacy in any such use.

2-10-120 Confidential Information. SAFE and PTSC/MTA employees shall maintain the confidentiality of any confidential information relating to contracts, construction, procurement, litigation strategy, personnel files, SAFE and PTSC/MTA employee medical information, or other proprietary information to which they have access through their employment with the SAFE and PTSC/MTA. Such confidentiality shall be maintained during and after employment with SAFE and PTSC/MTA. SAFE and PTSC/MTA employees shall not use confidential information for any purpose other than in the performance of their job for the benefit of SAFE or PTSC/MTA. Confidential information shall only be disclosed to authorized persons.

2-10-130 Gifts.
A. This section exists to assure the public that public employees are not influenced to show favoritism to a contractor based on receiving gifts or for being rewarded for doing his or her job in a way that will or did benefit the giver of the gift.
B. No SAFE or PTSC/MTA employees shall accept gifts exceeding fifty dollars ($50) in value in a calendar year or exceeding ten dollars ($10) in value in a calendar month from a single source that is a SAFE or PTSC/MTA contractor, subcontractor, lobbyist, lobbying firm, lobbyist employer or anyone else doing business with the SAFE and PTSC/MTA. No SAFE or PTSC/MTA employee shall accept any gift from a bidder or proposer on an SAFE or PTSC/MTA contract.
C. Designated SAFE employees may accept gifts totaling less than $340, or such amount allowed pursuant to Government Code sections 89502 and 89503 as adjusted biennially, in a calendar year from a single source other than one identified in paragraph B., above. Designated employees must report such gifts totaling fifty dollars ($50) or more from a single source, or a single gift of fifty dollars ($50) or more from multiple sources, in a calendar year on their annual Statements of Economic Interests according to state law.
D. Any SAFE employee who receives a gift in excess of the limitations in this section, must either return the gift or donate it to a charity within thirty (30) days after receipt. SAFE and PTSC/MTA employees may also bring any gifts to the Ethics Officer for distribution to a charity. SAFE employees should keep a log of all gifts received and the value, source, and disposition of the gifts.

2-10-140 Honoraria. No designated SAFE employee may accept an honoraria. An honoraria is a payment received for making a speech, publishing an article, or attending any public or private conference, convention, meeting, social event, meal or similar gathering. Honoraria payments are prohibited because they can be, or can appear to be, a disguised way of providing personal benefits to public employees as an inducement to influence their conduct. Questions about whether a particular payment is prohibited honoraria should be directed to the Ethics Officer.

2-10-150 Travel Payments. Payment or reimbursement for travel and lodging may be considered a gift for purposes of the gift limits unless it is paid by SAFE or PTSC/MTA for business travel. Travel payments donated by other persons, even if permitted, may have to be reported by a designated SAFE employee on his or her annual Statement of Economic Interests and may require the SAFE or PTSC/MTA employee to be disqualified from SAFE and PTSC/MTA issues concerning the donor of the travel. Questions about donated travel expenses should be directed to the Ethics Officer.

2-10-160 Conflicts of Interest.

A. A conflict of interest, or at least an appearance of impropriety, exists when the interests, investments, outside employment or personal enterprises of the employee or a member of his or her immediate family could compromise the employee's duty of loyalty, or otherwise conflict with, or appear to conflict with his or her job performance, objectivity, impartiality, or ability to make fair business decisions in the best interest of SAFE. A conflict of interest may arise in any situation in which a SAFE or PTSC/MTA employee is in a position where he or she could use his or her contacts or position in the agency to advance the private business or financial interests of the employee or his or her immediate family, whether or not at the expense of the SAFE or PTSC/MTA. A SAFE or PTSC/MTA employee may also have a conflict of interest if called upon to make a decision concerning a former employer of that employee or of a member of his or her immediate family.

B. A SAFE or PTSC/MTA employee has a conflict of interest and shall not participate in the making of any decision or contract in which the SAFE or PTSC/MTA employee has a financial interest. Any SAFE or PTSC/MTA employee with such a conflict of interest must disqualify himself or herself from making, participating in the making, or in any way attempting to use his or her official position to influence SAFE and PTSC/MTA decisions in which he or she knows, or has reason to know, that he or she has a financial interest. A SAFE and PTSC/MTA employee should also disqualify himself or herself from participating in a SAFE decision where the SAFE or PTSC/MTA employee does not have a disqualifying financial interest, but where the making of the decision will have some other significant effect on the employee, a member of his or her immediate family or another person with whom the SAFE or PTSC/MTA employee has a close personal relationship.

C. Any SAFE or PTSC/MTA employee who may have a conflict of interest as described in paragraph B. relative to a prospective contractor, subcontractor, bidder or contract, or any other SAFE or PTSC/MTA decision or issue, at the earliest possible time, must advise his or her supervisor of the possible conflict of interest.

D. A SAFE and PTSC/MTA employee may not buy anything from or sell anything to SAFE or PTSC/MTA in connection with a contract the SAFE and PTSC/MTA employee worked on in his or her official capacity.

E. Pursuant to Public Utilities Code Section 130051.20, no SAFE or PTSC/MTA employee shall make, participate in or use his or her official position to influence a contract decision if the employee has received a political contribution exceeding ten dollars ($10) in the previous four years from an entity seeking to contract with SAFE or PTSC/MTA or from an agent of that entity.

F. Upon request, the Ethics Officer or the General Counsel shall advise a SAFE or PTSC/MTA employee and his or her supervisor regarding whether it is appropriate for the SAFE or PTSC/MTA employee to participate in a decision involving a possible conflict of interest.

2-10-170 Statement of Economic Interest. Each designated SAFE employee shall file with the Ethics Officer an original complete and accurate statement of economic interest disclosure form ("Form 700") disclosing the personal financial information required by law, promptly after assuming office, annually on or before April 1 (or the first business day following April 1 if it falls on a weekend day) of each year of employment, a leaving office statement within thirty (30) days after leaving SAFE, and as otherwise provided pursuant to the SAFE or PTSC/MTA conflict of interest code and applicable state law. The Ethics Officer shall maintain a supply of blank Form 700s and make them available to SAFE employees. Completed forms will be public documents retained by the Ethics Officer and disclosed as required by the California Public Records Act. Failure to timely file a Form 700 may result in fines by the filing officer required pursuant to state law, prosecution by the Fair Political Practices Commission, and other sanctions set by law or set forth in this chapter.

2-10-180 Incompatible Activities. No SAFE employee shall engage in any outside activity that is inconsistent, incompatible, or that interferes with his or her ability to efficiently and effectively carry out his or her SAFE or PTSC/MTA duties. Incompatible activities include, but are not limited to, any of the following:

A. Accepting money or other benefit from an outside employer for work that the employee would be required or expected to do as part of his or her SAFE employment;

B. Performing work for an outside employer which may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement by another SAFE or PTSC/MTA employee;

C. Accepting money or other benefit from someone doing business or seeking to do business with SAFE or PTSC/MTA, that could reasonably be interpreted as having been intended to influence SAFE or PTSC/MTA employee in his or her job at SAFE or PTSC/MTA or intended as a reward for past performance in his or her job;

D. Any situation that might involve a conflict of loyalties for SAFE or employee between SAFE and PTSC/MTA and any other person or entity;

E. Using SAFE or PTSC/MTA assets including time, facilities, equipment, vehicles, employee lists, stationery, records, mailing lists, supplies, badge, uniform, prestige or influence for personal gain or non-SAFE and non-PTSC/MTA related activities;

F. Time demands from outside activities that would interfere with the ability of the SAFE employee to devote his or her full work time, attention, and efforts to his or her SAFE or PTSC/MTA duties;

G. Lobbying SAFE and PTSC/MTA on behalf of any other person or entity; and

H. Outside employment for which employment with SAFE or PTSC/MTA is a prerequisite.

2-10-190 Outside Employment. A SAFE employee shall not engage in any other employment without the written permission of his or her SAFE or PTSC/MTA supervisor. Such permission must be obtained prior to the SAFE and PTSC/MTA employee commencing any outside employment. If the SAFE or PTSC/MTA employee is reassigned to a new supervisor that employee must promptly obtain permission from his or her new supervisor. No approval to engage in outside employment shall be granted for any outside employment or activity that would violate any provision of this chapter. Questions about whether an outside activity or employment will violate this chapter should be directed to the Ethics Officer.

2-10-200 Contracts with SAFE and PTSC/MTA Employees. SAFE or PTSC/MTA shall not contract with a SAFE and PTSC/MTA employee, or with any business in which a SAFE or PTSC/MTA employee serves as an officer, principal, partner, major shareholder, or as a key employee or consultant relative to any contract with SAFE or PTSC/MTA.

2-10-210 Restrictions Upon Leaving the SAFE and PTSC/MTA. In order to prevent the appearance of impropriety, an unfair competitive advantage to companies hiring former SAFE or PTSC/MTA employees, and the potential compromise of the loyalty of SAFE or PTSC/MTA employees who may be desirous of future employment with a SAFE or PTSC/MTA contractor, all SAFE and PTSC/MTA employees are subject to the post-employment restrictions set forth in this section.

A. No person may register as a lobbyist or lobby SAFE or PTSC/MTA for one (1) year after leaving SAFE or PTSC/MTA employment.

B. SAFE and PTSC/MTA shall not contract with a former SAFE or PTSC/MTA employee for one (1) year after he or she leaves SAFE or PTSC/MTA employment if that former employee held a position of substantial responsibility in the area of service to be performed by the contract or participated in any way in developing the contract or its specifications.

C. SAFE and PTSC/MTA shall not contract with a business where a person who left SAFE or PTSC/MTA employment within the preceding one (1) year serves as an officer, principal, partner or major shareholder, or has been identified as a key personnel, if the former SAFE or PTSC/MTA employee held a position of substantial responsibility in the area of service to be performed by the contract or participated in any way in developing the contract or its specifications.

D. SAFE and PTSC/MTA shall not contract with a business which has a subcontractor which employs a person who left employment with SAFE or PTSC/MTA in the preceding one (1) year and where the former SAFE or PTSC/MTA employee serves as an officer, principal, partner, major shareholder, or has been identified as key personnel, if the former SAFE or PTSC/MTA employee held a position of substantial responsibility in the area of service to be performed by the contract or participated in any way in developing the contract or its specifications.

E. Any former SAFE or PTSC/MTA employee who participated as a decision maker in the preparation, evaluation, award, or implementation of a contract, shall not within three (3) years of leaving SAFE or PTSC/MTA, accept employment with any company that was awarded a contract as a result of the SAFE or PTSC/MTA employee's participation, evaluation, award or implementation of that contract.

F. Former SAFE and PTSC/MTA employees shall not at any time disclose to unauthorized persons or use for personal gain or other non-SAFE and non-PTSC/MTA related purposes any SAFE or PTSC/MTA confidential information.

2-10-220 Participation in Political or Charitable Activities. SAFE employees may not engage in political or charitable activities during official duty hours or while on SAFE or PTSC/MTA premises. SAFE employees may pursue such interests when off duty. SAFE employees shall not solicit political or charitable contributions from other SAFE or PTSC/MTA employees while on duty and at no time shall attempt to coerce such contributions. SAFE and PTSC/MTA employees shall not solicit political or charitable contributions from SAFE or PTSC/MTA contractors at any time. However, a SAFE or PTSC/MTA employee may communicate through the mail, or by other means, requests for political funds or charitable contributions from a significant segment of the public which may include SAFE or PTSC/MTA officers, employees or contractors, so long as it is clear that SAFE or PTSC/MTA officers, employees and contractors were not targeted for the solicitation. SAFE and PTSC/MTA

employees shall not use employee lists, SAFE or PTSC/MTA mailing lists, vendor lists and lobbyist lists to solicit political or charitable contributions.

2-10-230 SAFE and PTSC/MTA Employees Holding Elective Office. A SAFE or PTSC/MTA employee who holds elective office shall not be involved in SAFE or PTSC/MTA projects within the geographic jurisdiction of his or her elective office. At the time of his or her election to any office subject to this section, the SAFE or PTSC/MTA employee shall disclose this information to his or her supervisor and shall disqualify himself or herself from participating in any SAFE or PTSC/MTA project within the jurisdiction of the elective office.

2-10-240 The Hatch Act. A SAFE employee considering running for a partisan elective office must become familiar with the Hatch Act (Title 5, Chapter 15, U.S.C. Sections 1501 *et seq*.) and comply with its requirements. The Hatch Act governs the partisan political activities of employees of state or local agencies whose principal employment is in connection with an activity that is financed in whole or in part by loans or grants made by a federal agency.

2-10-250 Receipt of Political Contributions. No SAFE or PTSC/MTA employee or member of his or her immediate family shall accept, solicit, or direct a political contribution of over ten dollars ($10) from any company, consultant, or firm seeking a contract with the SAFE or PTSC/MTA or that has contracted with SAFE or PTSC/MTA in the preceding four (4) years.

2-10-260 Procurement Restrictions. While informational and market research contacts between SAFE employees and prospective contractors can be a valuable source of data to SAFE, such contacts can sometimes provide an unfair advantage in a future procurement to the persons contacted as part of the market research. All parties must exercise sound judgment and caution to ensure that there is no preferential treatment of any prospective contractor and to avoid even the appearance of such preferential treatment. Requests for complimentary services or products or for free travel for specified individuals to view products are not permitted. Prospective contractors should not be requested to provide such things as testing services, custom drawings, special investigations, major demonstrations, or the furnishing of significant samples unless such requests are required of all prospective contractors as a part of a procurement.

2-10-270 Contacts with Board Members or their Staff During Procurement.
Beginning when a procurement is issued and ending when the contract award recommendation is made public, SAFE and PTSC/MTA employees shall not communicate with SAFE or PTSC/MTA Board Members or their staff regarding the SAFE or PTSC/MTA procurement. If a Board Member or a member of his or her staff attempts to communicate with a SAFE or PTSC/MTA employee to influence the recommended award, this communication shall be reported to the Inspector General.

2-10-280 Compliance and Enforcement. All SAFE and PTSC/MTA employees have a responsibility to conduct SAFE's business in compliance with this chapter. The Inspector General shall investigate violations of this chapter and report his or her findings to the Board and to the Chief Executive Officer who shall take such action as is appropriate under the circumstances. Any violation of a provision of this chapter which is based upon a state or federal law may also be enforced by any appropriate enforcement agency.

2-10-290 Duty to Report. Each SAFE and PTSC/MTA employee is obligated to report to his or her supervisor, the Inspector General or the Ethics Officer any facts made known to the

employee which show that a SAFE or PTSC/MTA contractor, or SAFE or PTSC/MTA employee, has engaged in business practices regarding a SAFE or PTSC/MTA matter which appear to be unethical, or which may violate this chapter or any applicable state or federal law.

2-10-300 Whistleblower Protection. SAFE is committed to fair treatment of all its employees and recognizes its responsibility under state and federal law to protect from punishment and harassment any person who reports a potential ethics issue, whether or not the allegation is found to have merit. SAFE or PTSC/MTA shall not take any action or threaten any action against any SAFE or PTSC/MTA employee as a reprisal for making a report under section 5-15-290, unless the report was made or the information was disclosed with the knowledge that it was false or with willful disregard for its truth or falsity.

2-10-310 Sanctions For Violating This Chapter. A violation of this chapter by a SAFE or PTSC/MTA employee may result in the imposition of discipline, up to and including dismissal. The appropriate discipline will be determined by the employee's supervisor in consultation with the executive officer of the organizational unit in which the employee works and the Human Resources Department. The discipline imposed will depend upon the severity of the violation and may be progressive unless the violation is determined to be so serious as to warrant more severe action initially. The imposition of discipline by SAFE for a violation of this chapter, where such violation is also a violation of a state or federal law, shall not affect the ability of any appropriate prosecutorial agency to seek the imposition of any penalty allowed by law for such a violation.

2-10-320 No Employment Contract. This chapter sets forth rules of conduct for SAFE and PTSC/MTA employees. However, nothing in this administrative code shall be construed as establishing an employment contract between SAFE or PTSC/MTA and any of their employees.

Title 20
Financial Employees Code of Conduct

Chapter 2-20

2-20-010 Purpose. This Financial Employees Code of Conduct is adopted in recognition of the unique and critical nature of the services provided to SAFE and PTSC/MTA by those SAFE and PTSC/MTA employees who are entrusted with the expenditure, investment or management of SAFE and PTSC/MTA funds and financial assets. The requirements of this chapter are in addition to the other requirements imposed upon SAFE and PTSC/MTA employees**.**

2-20-020 SAFE and PTSC/MTA Financial Employees. As used in this chapter, the term SAFE or PTSC/MTA financial employee shall mean any SAFE or PTSC/MTA employee who prepares, reports, approves, manages or compiles data related to budgets or financial matters for the SAFE or PTSC/MTA or who has any authority to manage, invest, expend or authorize the expenditure of SAFE or PTSC/MTA funds or financial assets.

2-20-030 Actions Affecting SAFE Funds and Financial Assets. Each SAFE or PTSC/MTA financial employee shall use, manage, invest and expend SAFE or PTSC/MTA funds and other financial assets in a prudent, cost effective and fiscally responsible manner in compliance with SAFE or PTSC/MTA and other governmental accounting rules and policies.

2-20-040 Financial Information. Each SAFE or PTSC/MTA financial employee shall provide financial information that is accurate, complete, objective, relevant, timely, and understandable, and which fairly represents SAFE or PTSC/MTA financial conditions and operating results without being misleading by expression, inference or silence concerning any material fact.

2-20-050 Compliance with Accepted Standards. Each SAFE or PTSC/MTA financial employee shall comply with generally accepted accounting principles and standard financial practices applicable to governmental agencies in all SAFE or PTSC/MTA financial matters. No SAFE or PTSC/MTA financial employee shall expose SAFE or PTSC/MTA funds or financial assets to any unnecessary or significant risk of loss.

2-20-060 Conflicts of Interest. Each SAFE or PTSC/MTA financial employee shall refrain from participating in any matter involving SAFE or PTSC/MTA funds or other financial assets where that employee has a conflict of interest. Each potential conflict of interest shall be promptly be reported by the employee to his or her supervisor.

2-20-070 Confidential Information. No SAFE or PTSC/MTA current or former financial employee shall make public or otherwise disclose any confidential financial information acquired in the course of his or her work with SAFE or PTSC/MTA except as legally required or as acquired in the course of his or her work with SAFE or PTSC/MTA except as legally required or as specifically authorized by SAFE or PTSC/MTA. No current or former SAFE or PTSC/MTA financial employee shall ever use any such confidential financial information for personal gain.

2-20-080 Internal Controls. The Chief Financial Officer shall establish and maintain internal controls designed to ensure compliance with this chapter.

2-20-090 Enforcement. Suspected violations of this chapter shall be reported to the Chief Financial Officer, the Ethics Officer, or the Inspector General, who shall investigate the alleged

violation and report to the Chief Executive Officer or other appropriate agency official a recommendation for any corrective action found necessary.

PUBLIC UTILITIES CODE
§130051.20 & §130051.25

130051.20. (a) (1) No construction company, engineering firm, consultant, legal firm, or any company, vendor, or business entity seeking a contract with the Los Angeles County Metropolitan Transportation Authority shall give to a member, alternate member, or employee of the authority, or to any member of their immediate families, a contribution of over ten dollars ($10) in value or amount. A "contribution" includes contributions to candidates or their committees in any federal, state, or local election. (2) Neither the owner, an employee, or any member of their immediate families, of any construction company, engineering firm, consultant, legal firm, or any company, vendor, or business entity seeking a contract with the authority shall make a contribution of over ten dollars ($10) in value or amount to a member, alternate member, or employee of the authority, or to any member of their immediate families. (3) No member, alternate member, or employee of the authority, or member of their immediate families, shall accept, solicit, or direct a contribution of over ten dollars ($10) in value or amount from any construction company, engineering firm, consultant, legal firm, or any company, vendor, or business entity seeking a contract with the authority. (4) No member, alternate member, or employee of the authority shall make or participate in, or use his or her official position to influence, a contract decision if the member, alternate member, or employee has knowingly accepted a contribution of over ten dollars ($10) in value in the past four years from a participant, or its agent, involved in the contract decision. (5) No member, alternate member, or employee of the authority, or member of their immediate families shall accept, solicit, or direct a contribution of over ten dollars ($10) in value or amount from a construction company, engineering firm, consultant, legal firm, or any company, vendor, or business entity that has contracted with the authority in the preceding four years. (b) A member, alternate member, or employee of the authority who has participated as a decision maker in the preparation, evaluation, award, or implementation of a contract and who leaves the authority shall not, within three years of leaving the authority, accept employment with any company, vendor, or business entity that was awarded a contract as a result of his or her participation, evaluation, award, or implementation of that contract.

130051.25. (a) For the purpose of this section, "recordable injury" means any injury requiring treatment beyond simple first aid. (b) A construction firm that contracts with the Los Angeles County Metropolitan Transportation Authority shall report total recordable injuries to the authority on a monthly basis. (c) The authority shall annually determine if the number of recordable injuries reported to the authority during the preceding calendar year exceeded the national average of similar injuries as reported by the Bureau of Labor Statistics for the most recent published year. If the authority determines that the number of recordable injuries reported to the authority during the preceding calendar year exceeded the national average, the authority shall not base any safety bonus program for contractors on injuries that result in lost time, and shall base such a program on the overall rate of recordable injuries.

SAFE Contractor Code of Conduct

3-10-010 Application of the Contractor Code of Conduct. This chapter shall govern the conduct of all Contractors of SAFE. These standards supersede all prior written ethics policies adopted by the SAFE which are in conflict with these standards. These standards are to be read in conjunction with applicable provisions of the SAFE Procurement Manual and other applicable SAFE ordinances, policies and procedures. All Contractors shall ensure that their subcontractors comply with this chapter.

3-10-020 Purpose.
A. The purposes of this chapter are to protect the integrity of the procurement process, and to provide a comprehensive statement of pertinent regulations and obligations governing the conduct of contractors doing business SAFE so they will be able to compete fairly and perform their work and services in an ethical manner.
B. This document does not purport to respond to all ethical issues which may arise in the course of doing business with SAFE. Each person and entity doing business with SAFE is expected at all times to conduct himself or herself in the manner of an ethical, reasonable person.

3-10-030 Interpretation. The Ethics Officer is charged with educating and advising regarding ethical issues. All persons subject to this chapter are authorized to contact the Ethics Officer for an interpretation of this chapter.

3-10-040 Enforcement. The provisions of this chapter may be enforced by the Inspector General and other appropriate enforcement authorities. Violations of law or of this chapter by a contractor should be reported to the Inspector General.

3-10-050 Contract Performance. All contractors doing or seeking to do business with SAFE should refrain from conduct which they know or reasonably should know is likely to create in the minds of an objective observer the perception that they are using or performing their contract with SAFE in an improper manner. Improper conduct in the performance of a contract which will constitute a violation of this chapter includes, but is not limited to, the following:
A. The making of false or misleading representations regarding any aspect of the performance of the contract;
B. An intentional breach of any contract term;
C. Intentional or grossly negligent use of inferior products; and
D. Misuse of SAFE information or access to SAFE personnel.

3-10-060 Contacts by Staff Prior to the Issuance of a Solicitation. While informational and market research contacts by SAFE employees with prospective contractors can be a valuable source of data to SAFE, such contacts can sometimes provide an unfair advantage in a future procurement to persons contacted as part of the market research. All parties must exercise sound judgment and caution to ensure that there is no preferential treatment of any prospective contractor and to avoid even the appearance of such preferential treatment.

3-10-070 Lobbying. SAFE shall not award a contract to any person or entity who is in violation of MTA's lobbying ordinance. Contractors shall comply with MTA's lobbying ordinance for SAFE contracts.

3-10-080 Prohibition Regarding Gifts and Contributions. No bidder or proposer or any of their consultants or proposed subcontractors shall offer, give, or promise to offer or give, directly

or indirectly, any gift to any SAFE Board Member or employee. No contractor or person doing business with SAFE, or any of their subcontractors, shall offer or give, directly or indirectly, to any SAFE Board Member or employee any gift(s) totaling more than fifty dollars ($50) in a calendar year or more than ten dollars ($10) in any calendar month. All persons doing business with SAFE or seeking to do business with SAFE, and each of their subcontractors and proposed subcontractors, are charged with full knowledge of the requirements of Public Utilities Code Section 130051.20, regarding the making of campaign contributions, and shall not violate or conspire with any other person to violate said Section as if that section applies to SAFE Board Members.

3-10-090 Prohibition Regarding Offers of Employment. No bidder, proposer, or contractor shall offer, or promise to offer, either directly or indirectly, any future employment or business opportunity to any SAFE official, or member of his or her immediate family, significant other or business associates of such persons if such offer of employment is conditioned expressly or impliedly on the awarding of a present or future contract or preference in the awarding of a contract to anyone at any time by SAFE.

3-10-100 Prohibition Regarding Information. Prior to a contract award, no bidder, proposer or contractor shall solicit or obtain, directly or indirectly, from any SAFE employee, any information relating to current or future contracts, or a specific pending procurement, unless such information is at the time a public record required to be disclosed under the California Public Records Act, or has otherwise been made available at the same time in the same form to all other bidders, proposers and contractors.

3-10-110 Prohibitions on Use and Disclosure of Confidential Information. At no time shall any contractor who obtains confidential or proprietary SAFE or PTSC/MTA information in the course of doing or seeking to do business with SAFE disclose any such information to any person not authorized by SAFE or PTSC/MTA to receive such information or use such information for any personal gain except as necessary to fulfill its contractual obligations to SAFE or PTSC/MTA.

3-10-120 Contractor Requirements. SAFE will accept bids and proposals for contracts and procurement of goods or services only from firms or entities which are complying with SAFE requirements.

3-10-130 Prohibition Regarding Participation in Procurement Development. No contractor who participates in the development of a scope of work, solicitation documents, contractual instruments or technical specifications may participate as a proposer or sub-proposer on that particular procurement or perform any work on that particular procurement or any other procurement that would constitute an organizational conflict of interest or would give that contractor an unfair advantage over other bidders on that procurement.

3-10-140 Contractor's Personnel. Each contractor retained by SAFE is fully responsible for the quality and performance of its staff and retains full responsibility for the selection of its personnel. SAFE officials are not permitted to direct or recommend personnel that the contractor should hire, and no contractor shall request such a recommendation. However, SAFE retains the right in its absolute discretion to require the removal of any personnel of a contractor or subcontractor assigned at any level to perform services on a SAFE contract if SAFE determines, in its sole discretion, that the personnel to be removed are not able to adequately or appropriately perform the services required for the particular contract. Any direction by SAFE to

a contractor that specified personnel be removed from work on a SAFE contract shall be made in writing.

3-10-150 Duty to Disclose Conflicts of Interest.

A. Each bidder, proposer and contractor, and each of their consultants and subcontractors, seeking to do business, or doing business, with SAFE has an obligation to promptly disclose in writing to the administrative head of procurement for SAFE and PTSC/MTA any of the following potential conflicts of interest which become known to the management of the bidder, proposer or contractor:

1. Any financial relationship between the bidder, proposer or contractor and a Board Member or member or his or her staff, or a SAFE or PTSC/MTA employee;
2. Any financial or close personal relationship between any officers, directors or key employees of the bidder, proposer or contractor and a Board Member or member of his or her staff, or SAFE or PTSC/MTA employee;
3. Any outstanding offer of employment to, or the current or former employment of, any current or former Board Member or member or his or her staff, or of a SAFE or PTSC/MTA employee or former employee, by the bidder, proposer or contractor; or
4. Any campaign contributions exceeding ten dollars ($10) made by or on behalf of the bidder, proposer or contractor or its lobbyist to any current Board Member within the previous four (4) years.

B. The duty to disclose potential conflicts of interest as described in paragraph A. exists prior to and during any employment or contract and regardless of whether the facts actually constitute a conflict of interest under any law. The Ethics Officer, in consultation with the General Counsel, shall provide advice to the administrative head of procurement for SAFE and PTSC/MTA and to the Board of Directors as to whether any facts disclosed under this section constitute a prohibited conflict of interest, and of the impact, if any, of that conflict on the relationship between the bidder, proposer or contractor and SAFE or PTSC/MTA.

C. Failure to make a disclosure as required by this section, shall be sufficient cause for SAFE to decline to do business with the bidder, proposer or contractor or any of its subcontractors or consultants.

3-10-160 Sanctions.

A. SAFE encourages good faith reporting of all suspected violations of this chapter. There shall be no penalty or other adverse consequences imposed upon anyone making a good faith report of a suspected violation of this chapter. The identity of any person reporting a violation of this chapter not be disclosed except as necessary to carry out the purposes and requirements of this chapter.

B. Any party alleged to have violated this chapter, shall be presumed innocent of that charge unless and until a violation is demonstrated by credible evidence, and prior to any such determination of any actual violation no penalty may be imposed.

C. Suspected violations of this chapter shall be reported immediately to the Inspector General for investigation. The Inspector General shall investigate the allegations and, if they are determined to have merit, the matter will be referred to the appropriate enforcement authorities.

D. In any instance where the Inspector General has determined that an allegation of a violation of this chapter has merit, the administrative head of procurement for SAFE, or his or her designee, may take one or more of the following actions:

1. Meet with the contractor to obtain an explanation of the violation;
2. Impose a fine upon the contractor as authorized by the contract documents;
3. Suspend the contract or subcontract involving the offending contractor and commence debarment proceedings;

4. Direct the prime contractor to remove the offending subcontractor from the project;
5. Rescind, void, or terminate the contract; and/or
6. Impose another reasonable and appropriate penalty.

E. In any instance where the administrative head of procurement for SAFE proposes a sanction under this section, he or she shall notify the contractor in writing of the recommended action. The contractor may request an informal hearing with the administrative head of procurement for SAFE or his or her designee to explain the contractor's position regarding the alleged violation and/or the proposed sanction. Any such request must be made in writing and received by the administrative head of procurement within ten (10) working days of the issuance of the notice of the recommended sanction. If no request is received within the ten (10) working day period, the sanction may be imposed forthwith. If a timely request for an informal hearing is received, the informal hearing shall take place within ten (10) working days after the administrative head of procurement receives the request. The contractor may be represented by legal counsel at its own expense at the hearing. Within ten (10) working days after the informal hearing, the administrative head of procurement or his or her designee shall advise the contractor in writing of the outcome of the hearing. Except as set forth in paragraph F., the decision of the administrative head of procurement shall be final.

F. If the administrative head of procurement for SAFE imposes a sanction under paragraph D.3., the contractor shall have hearing rights. If the administrative head of procurement imposes a sanction under paragraph D.2., which involves a fine in excess of one thousand dollars ($1,000), or imposes a sanction under paragraph D.4., D.5. or D.6., the contractor may request arbitration before the American Arbitration Association pursuant to its rules and regulations to determine whether a violation of this chapter has been shown, and, if so, whether the sanction imposed is appropriate. A request for arbitration must be in writing and be directed to the administrative head of procurement. This request must be received within ten (10) working days after the decision of that official becomes final. The contractor shall bear the costs associated with any such arbitration. The arbitration hearing shall take place in the County of Los Angeles as soon as possible. The decision of the arbitrator shall be final.

G. Notwithstanding any other provision of this section, in any procurement where a violation of this chapter has been established prior to the award of the contract, SAFE, at its sole discretion, shall determine whether to terminate the procurement or to proceed to award a contract with or without disqualifying the offending bidder or proposer.

Important Notice – Related Laws

Also note that in addition to the SAFE Codes of Conduct, contractors and consultants should comply with all laws in connection with SAFE procurement process and the work performed pursuant to any agreement with SAFE, including the Public Utilities Code, Section 130685.

130685. (a) Prior to the issuance of a request for proposal (RFP), request for interest in qualification (RFIQ), or invitation for bid (IFB), and ending on the date of the selection of the contractor, no person or entity submitting a proposal in response to the RFP, RFIQ, or IFB, nor any officer, employee, representative, agent, or
consultant representing the proposer shall contact by any means or engage in any discussion concerning the award of the contract with any board member or his or her staff. Any contact shall be grounds for the disqualification of the proposer.

(b) A board member who receives any communication from a proposer in violation of this chapter shall report that communication to the inspector general. The inspector general shall forward this information to the director of contracts and responsible procurement staff.

(c) Board members shall not meet with a person or entity who submitted a proposal in response to the RFP, RFIQ, or IFB, nor any officer, employee, representative, agent, or consultant representing the proposer regarding a protest submitted regarding the recommended contract award or any lawsuit or potential lawsuit regarding the recommended contract award.

In addition, Public Utilities Code Section 130051.20(a)
(1) No construction company, engineering firm, consultant, legal firm, or any company, vendor, or business entity seeking a contract with the Los Angeles County Metropolitan Transportation Authority shall give to a member, alternate member, or employee of the authority, or to any member of their immediate families, a contribution of over ten dollars ($10) in value or amount. A "contribution" includes contributions to candidates or their committees in any federal, state, or local election.
(2) Neither the owner, an employee, or any member of their immediate families, of any construction company, engineering firm, consultant, legal firm, or any company, vendor, or business entity seeking a contract with the authority shall make a contribution of over ten dollars ($10) in value or amount to a member, alternate member, or employee of the authority, or to any member of their immediate families.
(3) No member, alternate member, or employee of the authority, or member of their immediate families, shall accept, solicit, or direct a contribution of over ten dollars ($10) in value or amount from any construction company, engineering firm, consultant, legal firm, or any company, vendor, or business entity seeking a contract with the authority.
(4) No member, alternate member, or employee of the authority shall make or participate in, or use his or her official position to influence, a contract decision if the member, alternate member, or employee has knowingly accepted a contribution of over ten dollars ($10) in value in the past four years from a participant, or its agent, involved in the contract decision.
(5) No member, alternate member, or employee of the authority, or member of their immediate families shall accept, solicit, or direct a contribution of over ten dollars ($10) in value or amount from a construction company, engineering firm, consultant, legal firm, or any company, vendor, or business entity that has contracted with the authority in the preceding four years. (b) A member, alternate member, or employee of the authority who has participated as a decision maker in the preparation, evaluation, award, or implementation of a contract and who leaves the authority shall not, within three years of leaving the authority, accept employment with any company, vendor, or business entity that was awarded a contract as a result of his or her participation, evaluation, award, or implementation of that contract.

Public Utilities Code Section 130051.25
(a) For the purpose of this section, "recordable injury" means any injury requiring treatment beyond simple first aid.
(b) A construction firm that contracts with the Los Angeles County Metropolitan Transportation Authority shall report total recordable injuries to the authority on a monthly basis. (c) The authority shall annually determine if the number of recordable injuries reported to the authority during the preceding calendar year exceeded the national average of similar injuries as reported by the Bureau of Labor Statistics for the most recent published year. If the authority determines that the number of recordable injuries reported to the authority during the preceding calendar year exceeded the national average, the authority shall not base any safety bonus program for contractors on injuries that result in lost time, and shall base such a program on the overall rate of recordable injuries.