

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

INVITATION FOR BID

BID NO: 02-2110-S

DATE OUT: January 19, 2021

BIDS ARE REQUESTED FOR: SALE OF SCRAP METAL

THE FOLLOWING REQUIREMENTS AND CONDITIONS SHALL BE CONSIDERED AN ESSENTIAL PART OF THE SPECIFICATION.

FIRM, FIXED PRICES are requested for the sale of Ferrous and Non-Ferrous scrap metals for a THIRTY-SIX MONTH period from date of Notice to Proceed with an option for two additional one-year periods, at the election of METRO. Exercise of the option periods is strictly at the election of Metro.

All bidders and subcontractors whose total price is equal to or greater than \$100,000 will be required to complete a Pre-Qualification Application Form. Failure to do so may cause your bid to be rejected as non-responsive.

The Application (**see Attachment "B"**) may be submitted at any time prior to the bid due date. One copy of the Application form (the original) and the required attachments must be submitted **DIRECTLY** to the Pre-Qualification Office in an envelope clearly marked "Pre-Qualification Application." Do not attach them to or submit them with the bid document.

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

The evaluation for Contract Award will be based upon the Base Contract, plus Option(s), in any possible combination, as determined by METRO. Bidders MUST bid on the base and option years to be considered for award.

The scrap metal is offered for sale "as is, where is" and may be seen by **APPOINTMENT ONLY**. For bidders information, inspection of scrap may be made by contacting **Mr. Tej Kharbanda, (213) 922-1092**.

Bid Price will be based on American Metal Market publication dated January 4, 2021.

BIDDERS ARE TO SUBMIT ONE ORIGINAL AND TWO (2) COPIES OF THE BID PACKAGE INCLUDING ALL REQUIRED FORMS.

DOCUMENTS TO BE SUBMITTED WITH THE BID ARE LISTED BELOW. FAILURE TO INCLUDE EACH OF THE REQUIRED FORMS WITH THE BID SUBMITTAL MAY RESULT IN A DETERMINATION OF NON-RESPONSIVENESS AND SHALL PRECLUDE SUCH BIDS FROM CONSIDERATION FOR AWARD.

FORMS REQUIRED TO BE RETURNED WITH BID SUBMITTAL

Part IV – Attachment "A" - Bid Form with Bidder's Statement

Section 1	Contractor Background
Section 2	Ethics Declaration

BIDDER'S STATEMENT MUST BE SIGNED BY A DULY AUTHORIZED OFFICIAL OF THE COMPANY AND RETURNED WITH THE BID DOCUMENTS.

Bidders requesting further bid information are to contact Tej Kharbanda at kharbandat@metro.net.

Comments and questions must be received by January 28, 2021, 12:00 p.m., local time. Metro will answer all substantive questions and accept or deny all requests by close of business February 2, 2021, by way of an amendment.

THE REQUIREMENTS AND CONDITIONS HEREIN SHALL BE CONSIDERED AN ESSENTIAL PART OF THE SPECIFICATIONS AND OFFER.

BIDS MUST BE DELIVERED TO THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, **ATTENTION: TEJ KHARBANDA**, AT THE PROCUREMENT DEPARTMENT, 9th FLOOR, ONE GATEWAY PLAZA, (CORNER OF VIGNES AND CESAR CHAVEZ) LOS ANGELES, CA, 90012-2952, **NO LATER THAN 10:00 A.M., LOCAL TIME, ON FEBRUARY 10, 2021**. BIDS RECEIVED AFTER THAT EXACT TIME WILL NOT BE CONSIDERED. THE ONLY ACCEPTABLE EVIDENCE TO ESTABLISH THE TIME OF RECEIPT IS THE DATE/TIME STAMP IMPRINTED UPON THE BID PACKAGE BY THE DATE/TIME RECORDER AT THE PROCUREMENT RECEPTION DESK.

DATE DUE: FEBRUARY 10, 2021, 10:00 a.m., Local Time

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

ALL VERBAL MODIFICATIONS OF THESE CONDITIONS OR SPECIFICATIONS ARE VOID AND INEFFECTIVE FOR BID EVALUATION PURPOSES. ONLY WRITTEN CHANGES ISSUED BY METRO'S CONTRACTING OFFICER ARE AUTHORIZED AND BINDING.

BIDDER'S STATEMENT:

ALL BIDS MUST BE SIGNED ON THE BID FORM BY AN AUTHORIZED OFFICIAL OF THE FIRM. UNSIGNED BIDS WILL NOT BE CONSIDERED.

CRITICAL DATES

Bid Issued	January 19, 2021
Comments and Questions	January 28, 2021
Response to Comments/Questions	February 2, 2021
Pre-Qualification Form Due	February 10, 2021 or sooner
Bid Close/Opening	February 10, 2021 10:00 a.m.

READ CAREFULLY ALL PARAGRAPHS

BID NO. 02-2110-S

SALE OF SCRAP METAL

INDEX

	<u>PAGE</u>
PART I General Terms & Conditions	4
PART II Contract Requirements	8
PART III Pick-Up Locations	15
PART IV Attachments	17
Attachment "A" – Bid Form and Bidder's Statement	
Section 1 – Contractor Background	
Section 2 – Ethics Declaration	
Attachment "B" – Pre-Qualification Application Forms	

Part I
BID NO. 02-2110-S

GENERAL TERMS AND CONDITIONS

1. Contractor shall furnish upon contract award, metal scrap bins at the location and in the quantity and size specified in PART III. Metro reserves the right to add or delete a location without a change in price, terms or conditions.
2. Hours of pickup shall be between 8:00 a.m. and 3:00 p.m., weekdays only. Contractor will supply and maintain the bins specified above in a condition satisfactory to Metro.
3. The requirement for the number of containers at a particular division may change because of special projects. Metro reserves the right to increase or decrease the number of containers requested with no change in price, terms or conditions.

4. Typical examples of scrap includes:

Bus/Rail Parts	Radiators	Exhaust Pipes	Mufflers
Steel	Aluminum panels	Insulated Copper wire	Automotive
Aluminum Wheels	Manifolds	Nuts and Bolts	
Wire & Cable	Brass		

5. This material is not sorted or cleaned in line with commercial grading but is of the type which will fall into categories listed in PART IV, BID FORM. For non-ferrous metals, Contractor shall separate and weigh the various type of metals and submit payment in accordance with Section 9.
6. Based on historical data, the estimated annual yield will be:

500 gross tons (long ton) No. 1 heavy melt
14,000 lbs. Non-Ferrous Metals

No guarantee is made that such quantities will be forthcoming since operating conditions create fluctuations in usage.

7. Weigh scales must be inspected by and verified as to accuracy on a periodic basis by the Los Angeles County Department of Weights and Measures. Metro reserves the right to verify that the scales have been inspected and are in compliance with the regulations.
8. **Within Fifteen (15) days of the close of each calendar month, Contractor shall forward tabulation by scrap classification showing Division number, weights and prices. Payment shall accompany this tabulation. The weight shown will be checked and any discrepancies must be reconciled to the satisfaction of Metro. Metro reserves the right to use any other method for substantiating quantities involved. If any difference as to weights or services is not adjusted to the satisfaction of Metro, the right is reserved to cancel the contract on thirty (30) days notice.**

Payment checks and supporting documents shall be mailed directly to our Accounting Department at the following address:

**LACMTA
File #54924
Los Angeles, CA 90074-5530**

With copies emailed to the Property Sales Coordinator, Mr. Tej Kharbanda at kharbandat@meto.net.

9. The payment must indicate the period covered and include copies of the weight tickets and copy of the American Metal Market publication used to calculate payment **based on long ton. The scrap metal price per gross ton for No. 1 heavy melt will be taken from "Export Yard Buying Prices", noted in the "American Metal Market" publication, Los Angeles schedule. Prices will be effective on the first working Monday of each month. All business transactions within that month will reflect that price. If the first Monday of the month falls on a holiday, the following day (Tuesday) will be the effective day for calculating prices.**

Prices for non-ferrous metals shall be based on the top of the price spread (highest price), American Metal Market quotation for the Los Angeles area, Estimated Dealers' Buying Prices for Los Angeles.

Any non-ferrous metals type which does not fall into categories listed in PART IV, BID FORM shall be paid at fair market value.

10. **Contractor must check-in with Storekeeper at each location and must provide receipt to Storekeeper for each load picked up.**
11. Bidders shall submit fixed prices to prevail over the life of contract, which shall run for a period of thirty-six months following award with an option for two additional one-year periods at the election of Metro. **There shall be no fuel charges, miscellaneous fees, or deduction fees imposed by the Contractor.**
12. Contractor shall keep all scrap bins clean and must mark all bins with container number and the company's name. Pick-up is to be made at the locations and at intervals indicated in Part III and weighs all scrap and renders monthly reports. **Containers must be picked-up within 24 hours after call is placed.**
13. **Contractor must have a valid e-mail address.** Each storekeeper will send an e-mail requesting pick-up indicating Division number, address, and number of containers to be picked-up.
14. **Award will be made to the highest responsive, responsible qualified bidder based on the following factors:**
 - A. **Pricing for total five-year period**
 - B. **Minimum 3-years experience in processing scrap metal**
 - C. **History of on-time performance and payments**
 - D. **Verification of vehicles, equipment and containers required under this contract**
 - E. **Proof of insurance; and**
 - F. **Minimum of three references from large scale accounts.**

Bids will be evaluated, and contract award will be based on per "long ton" as stated on the Bid Form plus bidders' price. The price per gross ton (2,240 lbs) shall include all hauling and equipment provided by the Contractor.

Bidder must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to meet satisfactorily the requirements set forth or implied in this bid.

15. **Responsibility Criteria: Bidders must be able to demonstrate that they are responsible or qualified to perform pursuant to the specifications. The standard for evaluating responsibility will be based on the following criteria:**
 - A. **Have adequate financial resources to perform the contract.**
 - B. **Be able to comply with the required or proposed delivery or performance schedule.**
 - C. **Have a satisfactory performance record.**
 - D. **Have a satisfactory record of integrity and business ethics.**
 - E. **Have the necessary organization, manufacturing and/or distribution facilities, experience, accounting/operational controls and technical skills necessary to perform the contract. At its election, Metro may require a satisfactory demonstration of these factors as a condition for contract award and/or continued contract performance.**
16. Metro reserves the right to make awards within 120 calendar days from the date bids are opened, during which period offer shall not be withdrawn. Should award in whole or part be delayed beyond the period of 120 days, such award shall be conditioned upon bidder's acceptance.
17. Each bid will be received with the understanding that the acceptance in writing by Metro of the offer to furnish any services described therein shall constitute a contract between the bidder and Metro, which shall bind the bidder on his part to furnish services and pay the price quoted in accordance with conditions of said accepted proposal and specifications.
18. Metro reserves the right to remove from mailing lists for future bids for an indeterminate period, the name of any bidder for failure to accept contract, or the name of any contractor for unsatisfactory performance of contract.
19. No form provisions on any bid will be considered as part of the bid, unless a statement is typed or written on the bid that such form provisions are intended to be part of the bid.
20. **Offer shall be signed by bidder's authorized representative and the entire bid package returned sealed in the envelope. The name and address of bidder should appear in the upper left-hand corner of the envelope and the bid number 02-2110-S must be marked on the envelope.**
21. Bidder agrees that to his knowledge no Board member, officer, or employee of Metro has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than Metro, and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4 of prohibition applicable to specified officer, chapter 1 of division 4 of title 1 (commencing with Section 1090) of the Government Code of the State of California.
22. Metro employees, members of the Board of Directors, and all Metro consultants are subject to Metro's Code of Conduct. A copy of this document is available for review in the Office of Procurement, One Gateway Plaza, 9th Floor, Los Angeles, CA 90012.
23. It is the intent of Metro to award a single contract to the highest responsive, responsible bidder. However, Metro reserves the right to award based on a single item, aggregate of items or the total items.

24. INSURANCE

The successful Bidder (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 and as set forth in Part II, CONTRACT REQUIREMENTS, Section 12.

Copies of Insurance Certificates are to be mailed to the following address:

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

ATTENTION: Mr. Tej Kharbanda, MS 99-9-1

25. RIGHT TO INSPECT AND AUDIT

Contractor grants to Metro (including its agents) the right to visit its facilities, from time to time, to witness and review operations and to verify that metals are being sorted and payment is being rendered according to the contract agreement.

Part II
BID NO. 02-2110-S

CONTRACT REQUIREMENTS

The following clauses are incorporated herein and made part of the contract requirements. Such clauses shall also be incorporated in all subcontracts issued pursuant to this contract.

(X) 1. GOVERNING LAW

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

(X) 2. PROHIBITED INTERESTS

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

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

(X) 3. EQUAL EMPLOYMENT OPPORTUNITY

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

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex, or national origin. Such actions shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

(X) 4. AUDIT AND INSPECTION OF RECORDS

Contractor shall permit the authorized representatives of Metro, to inspect and audit all records of the Contractor relating to his performance and his subcontractors under the contract from date of contract through and until expiration of three years after completion of contract.

(X) 5. REMEDIES FOR BREACH OF CONTRACT

METRO may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to

endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Contract Administrator may authorize in writing) after receipt of notice from the Contract Administrator specifying such failure.

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

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

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

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

(X) 6. TERMINATION

METRO may terminate this contract for default or convenience at any time by giving the Contractor written notice thereof. Upon termination for convenience, METRO shall pay the Contractor his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by METRO to affect such termination.

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

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

(X) 7. OWNERSHIP OF REPORTS AND DOCUMENTS

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

(X) 8. MAINTENANCE OF RECORDS

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

(X) 9. ASSIGNMENT

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

(X) 10. SUBCONTRACTOR APPROVAL

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

(X) 11. CONTRACT CHANGES

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

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

(X) 12. INSURANCE

Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons, or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, or employees.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial (occurrence form CG001), or most recent edition General Liability coverage, and shall not contain the "X, C and U (explosion, collapse and underground) exclusions.
2. Insurance Services Office form number CA0001 (Ed. 1/87), or most recent edition covering Automobile Liability, code 1 (any auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

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

C. Other Insurance Provisions

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

1. METRO, its subsidiaries, officials and employees are to be covered as additional insureds with respects to liability arising out of the activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to METRO, its subsidiaries, officials and employees.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance with respects to METRO, its subsidiaries, officers and employees, and shall not be considered contributory insurance with any of the insurance or self-insurance maintain by METRO.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to METRO, its subsidiaries, officials and employees.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, and has been given to METRO.

6. Workers' Compensation and Employer's Liability policies shall contain the inclusion of METRO, its Subsidiaries, officials and employees as additional insured, or provide a waiver of subrogation.

D. Deductibles and Self-Insured Retentions

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

E. Acceptability of Insurers

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

F. Verification of Coverage

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

G. Subcontractors

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

(X) 13. INDEMNITY

Contractor shall indemnify, defend and hold METRO, its agents, officers and employees free and harmless from and against all claims, damages, costs, fines, penalties, liabilities, or obligations of whatsoever kind, including but not limited to damage or destruction of property and injury or death of person(s), resulting from or connected with Contractor's performance hereunder or any default by Contractor or breach of its obligations hereunder.

(X) 14. COVENANT AGAINST CONTINGENT FEES

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

(X) 15. COVENANT AGAINST GRATUITIES

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

(X) 16. PATENT RIGHTS

Any discovery or invention as well as all information, designs specifications, data and findings which arise or are developed in the course of or under this contract shall become the property of METRO and shall be made available for public use.

(X) 17. DISPUTES

Every effort shall be made to resolve any disagreements arising from this Agreement between the respective representatives of METRO and contractor. Disagreements not so resolved will become disputes. Pending final resolution of a dispute hereunder, Contractor shall proceed diligently with the performance of this Agreement and in accordance with Metro's decision.

(X) 18. ENERGY POLICY AND CONSERVATION ACT

Contractor shall comply with all applicable standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

(X) 19. FILING OF PROTESTS 222-01 (APR 2000)

All protests shall be filed, handled and resolved in a manner consistent with the requirements of Federal Transit Administration (FTA) Circular 4220.1F Third Party Contracting Guidelines dated November 1, 2008 and Metro's Procurement Policies and Procedures Manual- Chapter 23, on Metro's internet Web site (<http://www.metro.net/EBB/protest.pdf>) under "Notice of Intent to Award" and available upon request for a written copy.

Protests concerning the content of an IFB or RFP, including all attached documents shall be filed with METRO not later than ten (10) calendar days after METRO first advertises the IFB/RFP. METRO shall issue a written decision on the protest prior to opening of bids or receipt of proposals.

Protests concerning a recommendation for award on any ground not based upon the content of the IFB/RFP shall be filed with METRO by an interested party not later than fifteen (15) calendar days after METRO mails the recommendation for award notice. For a procurement conducted in accordance with California Public Utilities Code Section 130238 or Public Contract Code Section 20231.5, a protestor filing a protest concerning the recommendation for award has the opportunity to appear and be heard before METRO Board prior to final award.

Protestors who protested the content of the IFB/RFP may refile their protest on grounds not based upon the content under this paragraph.

An appeal to the CEO from a denial to a protest relating to a recommendation for award solicited by this RFP must be filed by an interested party within five (5) calendar days after the denial of the protest.

Any protest shall contain a full and complete written statement specifying in detail the grounds of the protest and the facts supporting the protest. The protestor shall adhere to Metro's protest procedures. A protest not filed within the time limits herein will be rejected.

The date of filing shall be the date of receipt by METRO of protests or appeals.

All Protests shall be filed in writing with the:

Director, Acquisition Management Services
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, 9th Floor
Los Angeles, CA 90012-2952

No other location shall be acceptable.

METRO will respond in detail to each substantive issue raised in all timely filed protests. The Director of Purchasing shall make a written determination on the protest normally within forty-five (45) working days from receipt of protest. Any decision rendered by the Director, of Purchasing may be appealed to Metro's Chief Executive Officer (CEO).

The protestor may withdraw its protest or appeal at any time before METRO issues a final decision

If the IFB/RFP is for a contract that will be federally funded, after exhaustion of all of Metro's administrative remedies, described above, a protester may pursue the protest with the Federal Transit Administration (FTA). Reviews of protests by FTA will be limited to Metro's failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to the FTA must be received by the cognizant FTA Regional or Headquarters Office within five (5) working days after the date the protester knew or should have known of Metro's violation.

Federal Transit Administration
Regional Administrator Region IX
201 Mission Street, Suite 1650
San Francisco, CA 94105-1839

(X) 20. NOTICE TO PROCEED

Following award by Metro's Board of Directors, a "Notice-to-Proceed" shall be issued by the Office of Procurement. No work or expenses shall be incurred prior to receipt of "Notice-to-Proceed" and/or a signed Purchase Order.

(X) 21. SEVERABILITY

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

PART III - PICK-UP LOCATIONS

Pick-up of scrap metal is to be made at the following locations. Metro reserves the right to add or delete locations, size of containers, and number of containers at no charge.

<u>DIVISION</u>	<u>LOCATION ADDRESS</u>	<u>SIZE OF CONTAINER</u>	<u>NO. OF CONTAINERS</u>	<u>NO. OF PICK-UPS</u>
1	624 S. Central Los Angeles, CA 90021	20 Cu. Yd. 4x6 Cu. Yd.	1 1	As Requested
2	1516 S. San Pedro St. Los Angeles, CA 90043	20 Cu. Yd. 4x6 Cu. Yd.	1 1	As Requested
3	630 West Ave. 27, Los Angeles, CA 90043	20 Cu. Yd. 4x6 Cu. Yd.	1 1	As Requested
4	7878 Telegraph Rd. Downey, CA 90240	20 Cu. Yd. 4x6 Cu. Yd.	1 1	As Requested
5	2300 W. 54th St. Los Angeles, CA 90043	20 Cu. Yd. 4x6 Cu. Yd.	1 1	As Requested
7	8800 Santa Monica Blvd. West Hollywood, CA 90069	20 Cu. Yd. 4x6 Cu. Yd.	1 1	As Requested
8	9201 Canoga Ave. Chatsworth, CA 91311	20 Cu. Yd. 4x6 Cu. Yd.	1 1	As Requested
9	3449 Santa Anita Ave. El Monte, CA 91731	20 Cu. Yd. 4x6 Cu. Yd.	1 1	As Requested
10	742 N. Mission Street Los Angeles, CA 90031	20 Cu. Yd. 4x6 Cu. Yd.	1 1	As Requested
11	4350 E. 208th Street Long Beach, CA 90810	20 Cu. Yd. 4X6 Cu Yd	1 3	As Requested As Requested
13	920 N. Vignes Street Los Angeles, CA 90012	20 Cu. Yd.	1	As Requested
14	1805 Stewart Street Santa Monica, CA 90404	20 Cu. Yd.	1	As Requested
15	11900 Branford Blvd. Sun Valley, CA 91352	20 Cu. Yd. 4x6 Cu. Yd.	1 1	As Requested
18	450 W. Griffith St. Carson, CA 90248	20 Cu. Yd. 4x6 Cu. Yd.	1 1	As Requested
20	320 S. Santa Fe Ave. Los Angeles, CA	20 Cu. Yd. 4x6 Cu Yd	2 3	As Requested As Requested

<u>DIVISION</u>	<u>LOCATION ADDRESS</u>	<u>SIZE OF CONTAINER</u>	<u>NO. OF CONTAINERS</u>	<u>NO. OF PICK-UPS</u>
21	1800 Baker Street Los Angeles, CA 90012	20 Cu Yd 4x6 Cu. Yd.	1 1	As Requested
22	14724 Aviation Blvd. Hawthorne, CA 90260	10 Cu. Yd. 4x6 Cu. Yd.	1 1	As Requested
24	1600 California Ave. Monrovia, CA 91016	20 Cu. Yd.	1	As Requested
30	470 Bauchet St. Los Angeles, CA 90012	20 Cu. Yd. 10 Cu. Yd. 4x6 Cu. Yd.	4 1 1	As Requested
34	4462 Pacific Blvd Vernon, CA 90058	20 Cu Yd 4x6 Cu. Yd.	1 1	As Requested
60	2000 E. Imperial Highway Los Angeles, CA 90059	20 Cu. Yd.	1	As Requested
64	590 S. Santa Fe Ave. Los Angeles, CA 90012	20 Cu Yd 4x6 Cu. Yd.	1 1	As Requested
99	One Gateway Plaza Los Angeles, CA 90012	4x6 Cu Yd	3	As Requested

Note: All 4x6 Cu. Yd. containers shall have lightweight lids approved by Metro.

Bidder: _____

**BID NO. 02-2110-S
SALE OF SCRAP METAL**

**PART IV
ATTACHMENT "A"**

BID FORM

1.0 PRICING – BASE 36-MONTH PERIOD

<u>FERROUS METALS</u>	AMERICAN METAL MARKET BASE <u>PRICE ON 1-05-21</u>	+ <u>FIXED PRICE OFFER</u> =	<u>TOTAL</u>	x <u>EST. QTY.</u>	= <u>EXTENSION</u>
No. 1 heavy melt	\$240.00/Gross Ton*	\$_____ per gross ton	\$_____	1,500 Tons*	\$_____
Machine shop turnings	\$75.00/Gross Ton*	\$_____ per gross ton	\$_____	12 Tons*	\$_____
				Subtotal (A)	\$_____
 <u>NON-FERROUS METALS</u>					
Light copper	\$3.09/lb.	\$_____ per pound	\$_____	3,000 lbs.	\$_____
Old aluminum, sheet and cast	\$.34/lb.	\$_____ per pound	\$_____	15,000 lbs.	\$_____
Litho sheets	\$.60/lb.	\$_____ per pound	\$_____	7,500 lbs.	\$_____
Radiators (Complete assembly)	\$2.00/lb.	\$_____ per pound	\$_____	18,000 lbs.	\$_____
Undrained, whole old batteries	\$0.20/lb.	\$_____ per pound	\$_____	30,000 lbs.	\$_____
				Subtotal (B)	\$_____

*** 1 Gross Ton = 2,240 lbs**

BIDDER: _____

PART IV - BID FORM

**BID NO. 02-2110-S
SALE OF SCRAP METAL**

2.0 OPTION YEAR(S) PRICING

- 2.1 Exercise of options year(s) is strictly at the election of Metro.
- 2.2 Bidders are to state fixed or firm price that will be applied for the option year of the contract.

PRICING - FIRST YEAR OPTION PERIOD

<u>FERROUS METALS</u>	AMERICAN METAL MARKET BASE PRICE ON 1-05-21	+ FIXED PRICE OFFER =	TOTAL	x	EST. QTY. =	<u>EXTENSION</u>
No. 1 heavy melt	\$240.00/Gross Ton*	\$_____ per gross ton	\$_____		500 Tons*	\$_____
Machine shop turnings	\$75.00/Gross Ton*	\$_____ per gross ton	\$_____		4 Tons*	\$_____
					Subtotal (C)	\$_____
 <u>NON-FERROUS METALS</u>						
Light copper	\$3.09/lb.	\$_____ per pound	\$_____		1,000 lbs.	\$_____
Old aluminum, sheet and cast	\$.34/lb.	\$_____ per pound	\$_____		5,000 lbs.	\$_____
Litho sheets	\$.60/lb.	\$_____ per pound	\$_____		2,500 lbs.	\$_____
Radiators (Complete assembly)	\$2.00/lb.	\$_____ per pound	\$_____		6,000 lbs.	\$_____
Undrained, whole old batteries	\$0.20/lb.	\$_____ per pound	\$_____		10,000 lbs	\$_____
					Subtotal (D)	\$_____

*** 1 Gross Ton = 2,240 lbs**

BIDDER: _____

PART IV - BID FORM

**BID NO. 02-2110-S
SALE OF SCRAP METAL**

PRICING – SECOND YEAR OPTION PERIOD

<u>FERROUS METALS</u>	AMERICAN METAL MARKET BASE PRICE ON 1-05-21	+ FIXED PRICE OFFER =	TOTAL	x EST. QTY. =	EXTENSION
No. 1 heavy melt	\$240.00/Gross Ton*	\$_____ per gross ton	\$_____ x	500 Tons*	\$_____
Machine shop turnings	\$75.00/Gross Ton*	\$_____ per gross ton	\$_____ x	4 Tons*	\$_____
				Subtotal (E)	\$_____
 <u>NON-FERROUS METALS</u>					
Light copper	\$3.09/lb.	\$_____ per pound	\$_____	1,000 lbs.	\$_____
Old aluminum, sheet and cast	\$.34/lb.	\$_____ per pound	\$_____	5,000 lbs.	\$_____
Litho sheets	\$.60/lb.	\$_____ per pound	\$_____	2,500 lbs.	\$_____
Radiators (Complete assembly)	\$2.00/lb.	\$_____ per pound	\$_____	6,000 lbs.	\$_____
Undrained, whole old batteries	\$0.20/lb.	\$_____ per pound	\$_____	10,000 lbs	\$_____
				Subtotal (F)	\$_____

* 1 Gross Ton = 2,240 lbs

BIDDER: _____

PART IV - BID FORM

**BID NO. 02-2110-S
SALE OF SCRAP METAL**

Subtotal (A)	\$ _____
Subtotal (B)	\$ _____
Subtotal (C)	\$ _____
Subtotal (D)	\$ _____
Subtotal (E)	\$ _____
Subtotal (F)	\$ _____
Grand Total (A + B + C + D + E +F)	\$ _____

NOTE: Sales tax of 9.50% will be charged and collected from any Contractor who does not have a Resale Permit Number.

3.0 RESALE PERMIT NUMBER

Bidders are to provide a valid STATE RESALE PERMIT NUMBER; Otherwise Metro is required to collect Sales Tax.

PERMIT NO. _____

ATTACHMENT "A"

BIDDERS STATEMENT

**BID NO. 02-2110-S
SALE OF SCRAP METAL**

OUR OFFER IS AFFIRMED HERETO. **Attached are two (2) complete copies of my bid submittal.** It is understood that Metro's specifications and conditions set forth in the solicitation documents form a part of our offer.

The undersigned acknowledges receipt, understanding and full consideration of the following Amendment(s) to the Contract Documents:

Amendment No(s):

We specifically agree to keep this offer open for 120 days.

FIRM: _____

ADDRESS: _____

BY: _____
Type or Print Your Name

SIGNED BY: _____

TITLE: _____

DATE: _____

TELEPHONE: _____

FAX: _____

E-MAIL: _____

Bidder: _____

ATTACHMENT "A"

SECTION 1

CONTRACTOR BACKGROUND

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

Name of Company: _____

Business Address: _____

Name of Owner: _____

Number of years in Operations:

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

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

_____ No _____ Yes, please explain below.

Describe major areas of business or your expertise.

Describe any prior/current contracts with METRO.

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

ATTACHMENT "A"

SECTION 2

ETHICS DECLARATION

- A. The following questions are designed to ensure contractors and Metro, including its employees and Board of Directors, are able to comply with their obligations to avoid conflicts of interest issues. Your company should make or cause to be made a reasonably diligent investigation prior to responding to the questions to ensure your responses are correct and you must have an authorized official sign below where indicated.

The authorized official is responding on behalf of your company and your sub-contractors and other persons and entities that your company or its subsidiaries have designated to perform the work requested in the bid/proposal.

An affirmative response to any of the questions will not automatically cause your company to be disqualified. However, failure to answer the questions in good faith or providing material false answers may subject your company to consequences up to and including disqualification of its bid.

If you have any questions, please contact the Contract Administrator assigned to this procurement.

- B. State the names of your company's parent, all subsidiaries, and "related business entities" as that term is defined in California Code of Regulations 18703.1(d). If none, circle "none" under each category below:

Name of parent: (none)

Name of subsidiaries (use additional sheet if necessary): (none)

Name of related businesses (use additional sheet if necessary): (none)

Questions	Yes/No
1. Are any of your employees, officers, shareholders, partners, or directors (including your and those of your subcontractors' and consultants' collectively "Employees") formerly Metro board member or employee within the previous 12 months?	
2. Are any of your Employees related to any Metro board member or employee?	
3. Are any of your Employees also Metro board members or employees?	
4. Do any Metro board members or employees own any stock in your company, or that of your consultants or subcontractors?	

Questions	Yes/No
5. Have you or Employees given any gifts within the previous 12 months to Metro board member or employee?	
6. Have you, your Employees or their family members of your parent, subsidiaries and related business entities as stated above, made any campaign contributions to any present Metro Board Member or employee in the past four years?	
7. Have you employed, or do you intend to employ as a lobbyist any former Metro board member or employee who has left Metro within the last twelve months?	
8. Did you or you Employees receive any confidential information concerning this contract?	
9. Did you or any of your Employees perform work within the last 3 years relating to the project or services contemplated to be performed under this contract, including development of the specifications or earlier phases of the project or services to be provided under this contract?	

	No. of Pages Attached
10. If you answered "yes" to any question 1 through 9 above, explain in detail on a separate sheet the facts and information, including names, dates, amounts, and other circumstances relevant to the question.	

You have read and shall abide by the Metro Code of Conduct for Contractors at all times during your relationship with Metro. Your consultants and subcontractors you retain (if any) to perform any services under the contract you are seeking have or will promptly upon your hiring of those persons, shall read and abide by the Metro Code of Conduct for Contractors. You have read and will continually remain in compliance with the Metro Lobby Ordinance.

C. DECLARATION

I, (name) _____, on behalf of (name of bidder/proposer) including its _____ subcontractors and _____ consultants, _____ at which I am employed as (your title) _____, declare that after having made or caused to be made a reasonably diligent investigation both regarding my company and all sub-contractors and consultants designated by the above bidder/proposer, the foregoing responses, and the explanation on the attached sheet, if any, in response to question 10, are correct to the best of my knowledge and belief.

Signature

Date



Metro[®]

**ATTACHMENT "B"
BID No. 02-2110-S**

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

Other Than Construction Projects

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

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

Name of Procurement: _____

RFP or IFB Number: _____

Name of Applicant Firm: _____

Date Submitted: _____

Preparer's Name: _____

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE APPLICATION

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

PRE-QUALIFICATION APPLICATION INSTRUCTIONS

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

DEFINITIONS

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

APPLICATION SUBMITTAL

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

LACMTA Pre-Qualification Office
Mail Stop 99-8-1
One Gateway Plaza
Los Angeles, CA 90012-2952

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

Applicant Firm: _____

Tax ID No. or SSN: _____

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

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

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

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

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

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

[Use additional sheets if necessary]

2. Affiliations

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

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

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

Applicant Firm: _____

Tax ID No. or SSN: _____

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

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

No

Yes

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

No

Yes

SECTION III: CIVIL ACTIONS

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

Complete details are required.

1. Violations Of Civil Law

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

No

Yes

2. Lawsuits with Public Agencies

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

No

Yes

3. Bankruptcy

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

No

Yes

4. Tax Liens

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

No

Yes

Applicant Firm: _____

Tax ID No. or SSN: _____

SECTION IV: COMPLIANCE WITH LAWS AND OTHER REGULATIONS

1. Criminal

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

- A. Fraud in connection with obtaining, attempting to obtain, or performing a public contract, agreement or transaction?
 No Yes
- B. Federal or state antitrust statutes, including price fixing collusion and bid rigging?
 No Yes
- C. Embezzlement, theft, forgery, bribery, making false statements, submitting false information, receiving stolen property, or making false claims to any public agency?
 No Yes
- D. Misrepresenting minority or disadvantaged business entity status with regard to itself or one of its subcontractors?
 No Yes
- E. Non-compliance with the prevailing wage requirements of the California or similar laws of any other state?
 No Yes
- F. Violation of any law, regulation or agreement relating to a conflict of interest with respect to a government funded procurement?
 No Yes
- G. Falsification, concealment, withholding and/or destruction of records relating to a public agreement or transaction?
 No Yes
- H. Violation of a statutory or regulatory provision or requirement applicable to a public or private agreement or transaction?
 No Yes
- I. Do any Key Persons in Applicant Firm have any felony charges pending against them that were filed either before, during, or after their employment with the Applicant Firm?
 No Yes

2. Regulatory Compliance

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

- A. Been cited for a violation of any labor law or regulation, including, but not limited to, child labor violations, failure to pay wages, failure to pay into a trust account, failure to remit or pay withheld taxes to tax authorities or unemployment insurance tax delinquencies?
 No Yes

Applicant Firm: _____

Tax ID No. or SSN: _____

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

SECTION V: ETHICS

1. Conflict of Interest

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

2. Political, Charitable, And Other Contributions

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

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

Applicant Firm: _____

Tax ID No. or SSN: _____

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

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

SECTION VI: ADDITIONAL DOCUMENTATION REQUIRED

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

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

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

FINANCIAL STATEMENT

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

ASSETS

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

LIABILITIES

Accounts Payable.....\$ _____
 Notes Payable to Banks in next twelve months.....\$ _____
 Notes Payable to Others.....\$ _____
 Taxes Payable.....\$ _____
 Long Term Liabilities (More than twelve months).....\$ _____
 Other Liabilities.....\$ _____
 Total Liabilities.....\$ _____

Net Worth.....\$ _____

INCOME FROM OPERATIONS

Revenue.....\$ _____
 Interest from Bank Accounts.....\$ _____
 Cost of Goods Sold (if appropriate).....\$ _____
 Gross Profit.....\$ _____
 General & Administrative Expenses.....\$ _____
 Depreciation.....\$ _____
 Interest Paid.....\$ _____
 Net Gain or Loss.....\$ _____

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

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

 Signature of Owner or Officer

 Date Signed

 Company Name

 For the Year Ended

 Federal ID #

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

LACMTA PRE-QUALIFICATION VALIDATION

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

RFP or IFB Name and Number: _____

DECLARATION

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

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

OR

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

Signature of Person Certifying for Applicant Firm Date

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

(Notary Seal or Stamp)

Notary Public Signature

My Commission expires _____

NOTICE TO APPLICANTS

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

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

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

LACMTA Pre-Qualification Office
Mail Stop 99-8-1
One Gateway Plaza
Los Angeles, CA 90012-2952